1890-013 Chancery Causes: Admr. of Josephus Rentro vs. Admr. of Moses M. Gibson & Lee Co.

Bishop, Hambler, Brown, Gibbs, Coleman, Hobbs, Ball, Brogan, Gilbert

CA-Debt
T-Property

1890 [illegible] Tendoor Gibson
Lee

- Mend bill

To the Honorable John A. Kelly, Judge of the circuit Court of Lee County Va

Your orator Isaac T. Bishop administrator de bonis non of the estate of Joseph Renfro deceased, humbly complaining, respectfully represents, that on the 19th day of June 1861, one Moses M. Gibson, executed, to your orator's intestate his certain, bond bearing date as aforesaid whereby he bound himself to pay one day after the date thereof, to your orator's intestate by the name of Jo. Renfro, the sum of $943.84. which said bond came to the hands of your orator by due course of administration and is herewith filed, marked A, as a part hereof. on the back of this said bond there are included the following credits—$80. paid Aug. 1st 1861. $500. paid May 23. 1862. $165. " Jan. 7th 1868 $25 " July 29 1867. - the residue of this bond after the credits aforesaid, is now wholly due your orator as adm. as aforesaid - Since the executing of the bond aforesaid to wit on the day of 186-. the said Moses M. Gibson departed this life childless and intestate, leaving his brothers and sisters 10 in number his heirs at law, to wit, Mary Gibbs, formerly Gibson wife of Alexander Gibbs, Eliza Coleman, formerly Gibson, now a widow, Sarah Hobbs wife of — Hobbs (she was formerly Gibson) Elizabeth Ball wife of Wm. Ball, Esther Brown, formerly Gibson, now a widow.

George D. Gibson, Thomas A. Gibson, Zacariah S. Gibson Wm. H. Gibson and James J. Gibson -
The said George D. Gibson has also departed this life intestate, leaving the following children his heirs at law. to wit Sarah Brogan, formerly Gibson wife of Calvin Brogan, John R. Gibson Zachariah S. Gibson Jr. Thomas H. Gibson, Robert M. Gibson Esther Gibson and George N. Gibson - The said Thomas A. Gibson, has also departed this life intestate leaving the following children his heirs at law. to wit. James J. Gibson. George D. Gibson, Zachariah S. Gibson, Sally ann. Jeman, and James E. Gibson, Moses M. Gibson and Mary Jane Gibson -
Your orator further alleges that at one time there was a paper, presented to the circuit court of Lee County, for probat, as the last will and testament, of the said Moses M. Gibson deceased, but the same was rejected, yet while the same was pending one Wm. H. Brown was appointed curator of said estate, and as such curator, on the 17th day of June 1867, executed a promissory note, or writing whereby he bound himself to pay to Marcellus J. Moss, (then) administrator of Joseph Renfro (meaning Josephus Renfro) $605:31. with interest on $547.38½ from Jan. 1. 1863. and interest on $57.92½ the residue of first mentioned sum from 1st Jan. 1866. This paper contains a proviso, that if any mistake as to said amounts should hereafter appear

the same should be corrected, but no mistake so far as your orator is informed and believes has yet appeared. These sums was the amounts found due on settlement between the said Renfro and Gibson's (Moses M) estates. This promissory paper also came to your orators hands in due course of administration. and is herewith filed marked B. and is prayed to be considered as part hereof. on the back of this paper are credits endorsed, as follows to wit.

Credits

| | | | | | |
|---|---|---|---|---|---|
| $16.73. | paid Feby. 27th 1869. | | $16.87. | paid May 7. 1869 | |
| $50.00 | " | April 10 1871 | $133.47 | " | August 21 1871 |
| $100.00 | " | Aug. 21 1871 | $50.00 | " | Aug. 19. 1872. |
| $250.00 | | Aug. 18th 1873 | | | |

The residue of this note is now due to your orator as adm as aforesaid, since the determination of the contest as aforesaid, to wit on day of 1873 The estate of the said Moses M. Gibson, in pursuance of law was committed to the hands of Charles L. Hamblin sheriff of said county, who is now the acting administrator. Your orator further alleges that no effects, have come into his hands, nor is there any to come; the said Curator Brown has as your orator charges exhausted all the personalty in his hands, and that there is none now belonging to said estate for the payment of your orators claims as afore said. He further alleges that, there descended, to the heirs at law of the said Moses M. Gibson valuable real estate situated in Rose Hill Township near Walnut Hill

in this County; that the same is still owned by them as tenants, and that the same is ample and necessary for the payment of debts: He further alleges that said Curator Brown has never settled his accounts as such, and that an account is necessary. To obtain a decree against the adm. of said estate for the amount due your orator; To have an account of the assets belonging to the estate of Moses M. Gibson deceased; To convene the creditors thereof if any except your orator; and to subject the lands formerly belonging to Moses M. Gibson now in the hands of his heirs at law to the payment of your orators, claims and in the event the same fails to pay fully all debts and demands against said estate, pro rata distribute among the Creditors thereof, is the object of this bill —

To effect which He prays that Charles L. Hamblin sheriff administrator of the estate of Moses M. Gibson deceased, Wm. G. Brown Curator of said estate, Alexander Gibbs Mary Gibbs his wife, Eliza Coleman — Hobbs Sarah Hobbs his wife Wm. Ball Elizabeth Ball his wife Esther Brown, Zachariah S. Gibson Wm. H. Gibson Johnson Gibson Calvin Brogan Sarah Brogan his wife John R. Gibson Zacariah S. Gibson (George's son) Thomas F. Gibson Robert M. Gibson Esther Gibson George H.

Gibson James H. Gibson George D. Gibson (Thomas A's son) Zachariah S. Gibson (Thomas A's son) ~~Sally Ann~~.

Moses M. Gibson and Mary J. Gibson, be made parties defendants to this bill and answer its allegations on oath, upon a hearing a decree be rendered against the said Hamblin as admr. as aforesaid, for the amount found due your orator as before stated; that an account be taken of the assets of said estate and the creditors convened, [illegible] default of payment [illegible] said cl[illegible] administrator or heirs of said Moses M. then that [illegible] of the lands as may be necessary be [illegible] or sold to pay said said claims, that said Wm H. Brown Curator as aforesaid be compelled to settle his said accounts, and pay over whatever sum or sums if any be in his hands. that a guardian ad litem be appointed for Esther, George H. George D. Zachariah S. (Thomas's son) Moses M. + Mary J. Gibson who are infants under 21 years, that he answer and protect them; and for all other further and General relief May the Commonwealth's Supreme and your orator as in duty bound will ever pray &c.

Hagan & Andrews

Isaac T. Bishop Admr

Wm B. Bill Atty

Chas L. Hamblen

| | | |
|---|---|---|
| 6 | 15.34 | to Jan 1876 |
| | 15.00 | |
| | 6.00 | |
| | 5.00 | |
| | 24.00 | |
| | 5.00 | |
| | 65.34 | |
| Atty fee | 10.00 | |
| Clk | 3.34 | |
| | 3.84 | to Jany 1877 |
| Cir Clk | 4.32 | to Jany 1881 |

1882 Cont'd this year

1883 " " "

1884 " " "

1885 " " "

1886 " " "

1887 " " "

1888 " " "

1889 " " "

1890 Left Clerk final

To the Honorable John A Kelly Judge of the Circuit Court of Lee County

The joint answer of George H Gibson Esther Gibson George D Gibson Zachariah S. Gibson and Moses M Gibson Infants under the age of Twenty one years by Charles T. Duncan their Guardian Ad litem assigned ~~to defend~~ to defend them in this suit to a bill exhibited against them and others in this Honorable Court by Isaac T Bishop Admr. of the Estate of Louis Rouo Joseph Renfro deceased.

These respondents now and at all times hereafter saving and reserving to themselves the right to except to said bill for any and all errors both of fact and of law which is contained therein, for answer thereto, or to such thereof as they are advised it is material or necessary for them to answer these respondents answering say, That they know nothing whatever of the allegations contained in Plaintiffs bill. They know nothing whatever of the indebtedness of the estate of their uncle Moses M Gibson deceased. and if said estate should be found indebted and it should be found necessary to use the real estate in payment thereof. They ask the Court to make such disposition thereof and render such decree as will best protect their interests. These respondents now having answered as fully as they know how to answer, place themselves in your Honors hands and pray to be hence dismissed with their reasonable costs

Isaac T Bishop Admr &c

vs. } Ant of G. A. L.

E. L. Hamblen Admr &c et als.

Filed at Aug Rules 1874.

James W Orr clk.

Charles A Dunce

Guardian ad litem

for. Respdt. Esther Ann Hatchcock &

and Minor Mr. Adams by said guardian ad litem

of Respdt

To the honorable John A. Kelley, Judge of the Circuit Court of Lee County.

The separate answer of Charles S. Hamblen administrator Debonis now of Moses M. Gibson ded, to the Bill of Complaint of Isaac T. Bishop admtr De bonis non of Joseph Renfro ded, filed in your honorable Court against this Respondent, Wm. G. Brown, Curator, and the heirs of the said Moses M. Gibson ded. This Respondent reserving to himself the right to except to said Bill, upon the final hearing, for any error, or defect in law, or fact, which may then, be taken advantage of; for answer thereto, would respectfully state that it is true as alleged in Complainants Bill, that the said Wm. G. Brown, has been Curator of said estate, and that your Orator is now the administrator of the same, it having been committed to him as Sheriff of said County, and that your Orator has never had, nor has not now any effects in his hands, belonging to said estate, except some notes, taken for the sale of some Corn, wheat & oats, sold in the month of January 1874, the amount of which he has forgotten, but which is far from the sum of the bill, which he has filed, and that he is not aware of any other assets except what may be in the hands of the said Curator, & the balance of a debt due from A. D. Stout, to said estate, as part of a moiety of a judgment reported in the Chancery suit now pending in your honors Court, in the name of A. L. Sitton vs A. D. Stout and L. M. & G. H. Lauck vs the same, which judgment is reported in the name, of M. L. Moss, former admtr of Jo Renfro, & Wm. G. Brown, Curator of the estate of Moses M. Gibson, for the sum of $450.77, as of the 19th February 1872. It will be seen by reference to exhibit B, filed with Complainants Bill, that he has attempted to give a credit, for M. M. Gibsons moiety of said judgment, on said exhibit, B, as of the 21st August 1871, for the sum of $183.47, which a moiety of the same would be on the 15th Feby 1872, $215.38. (Two hundred & fifteen Dollars & thirty eight cents.) Now if the credit is entered

2) at all, it would produce less confusion to enter it for the full moiety as aforesaid, and as of the 14th Febry 1872, that being the time, to which Commnr. Morgan, in the Chancery Cause referred to, has estimated the several judgments against A. D. Stout, as shown by his statement (B #4) filed with his report No 3 in said Cause; and then, the whole of said judgment would belong to the estate of the said Joseph Renfro dec'd, and the estate which your Orator represents, would get the full benefit of the moiety of the judgment as of the date last aforesaid. Your Orator has had the papers of his intestates estate, so far as they have been filed before Commnr by Curator Brown, carefully examined, and the credits upon the two exhibits (A & B) filed with Complainants Bill, noticed therein seem to be correct, except, that there is found among said papers a receipt of M. L. Nofs, former admtr of Renfro, to Wm G Brown dated the 27th February 1867, for $16.64, which recites that it is to be credited on a note, J. Renfro, held on W. M. Gibson, but said amount is not entered on either of said exhibits, but your Orator supposes it should be as he knows of no other note of the character described in said receipt.

Your Respondent ~~Orator~~ knows nothing in the world about the note exhibit (C) executed by is alleged by W. M. Gibson in his lifetime; nor has he, any means of knowing whether the note exhibit (B) sets out the true amount, due from his intestate to J Renfro, or not, but he supposes that it does, as W. L. Nofs, the former admtr of Renfro, and Wm G. Brown the Curator of your Respondents ~~Orators~~ intestate, are both regarded as correct men, and doubtless settled the amount as nearly right as they could, with the facts before them; Your Respondent ~~Orator~~ is not aware of any other matter, bearing upon the controversy in this suit, and for the future he can only invoke the power of the Court, in protection of the interest of the estate he represents

Having now fully answered so far as he is able to answer, he prays to be hence dismissed with his costs.

Same for Deft Hambleu.

Virginia Lee County to wit:

This day C. L. Hambleu, administrator of Moses M. Gibson dec'd, personally appeared before me the undersigned & made oath, that the foregoing answer contains the truth so far as made upon his own knowledge & so far as made upon information derived from others he believes it is true. Given under my hand February 12th 1874.

James W Orr, Clerk Lee circuit

C. L. Hamblen admtr &c. (14

adj } answer.

J. J. Bishop admtr &c.

Filed at February Rules 1874.
James W. Orr, clerk.

$605.31 W. G. Brown curator note to M J Mays adm for Renfro - June 17 1867. due at one day

credits

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| $16.73 | paid | Feb. 27th 1869. | See vouchers No. 14 | | | | |
| 16.87 | " | May 7 | 1869 | Surplus sold to Abe V. | No. 16 | | |
| 50.00 | " | April 10 | 1871 | See cred. | No. 32 | | |
| $183.47 | " | Aug 21 | 1871. | " | " | " | 33 } both in this |
| 100.00 | " | Aug 21 | 1871 | " | " | " | 33 } |
| 250.00 | " | Aug 19 | 1872 | " | " | " | 38 |
| 250.00 | " | Aug 18 | 1873 | " | " | " | 41 |

$549.25
106.69
655.94

To the Honorable John A Kelly Judge of the Circuit Court of Lee County

The separate answer of William G. Brown late Curator of the estate of Moses M. Gibson Deceased to the bill of complaint of Isaac T Bishop Admr debonis non of the estate of Joseph Rufus deceased exhibited in this honorable Court against this respondent Charles L Hamblen Sheriff and admr. and the heirs of the said Moses M. Gibson deceased, This respondent now and at all times hereafter saving and reserving to himself the right to except to said complainants bill for any and all errors both of fact and of law or of any other imperfections of the same for answer thereto or unto so much and such parts thereof as he is advised it material or necessary for him to answer, this respondent answering says. That it is true as alleged in Complainants bill that this respondent was on the day of 186- appointed Curator of the estate of the said Moses M. Gibson deceased and as such entered upon the duties of his office soon after his appointment and continued to discharge the duties thereof until the day of 187- when he resigned his office and filed his papers before Commissioner James Orr for settlement of his account as Curator of said estate, but said settlement was not completed until the day of 1874. By reference to this settlement a copy of which is herewith filed as part of this answer marked (A.)

It will be seen that this respondent has exhausted all of the personal effects of said estate which at any time came into his hands except the irons of an old wagon one half of which belonged to the estate of Jos. Renfro deceased, some old trunks &c of the aggregated value of. This amount is charged to this respondent by Commissioner Orr in his settlement above referred to. And with the further exception of one still one half of which belongs to the estate of Joseph Renfro deceased the complainants decedent. Your respondent has always thought and still thinks that all the partnership property of the two estates of Renfro & Gibson should have gone into the hands of said Renfro's administrator, he Renfro being the survivor of himself and Gibson and that this partnership property should have been disposed of and the partnership business settled up by him as survivor. To this end he has frequently asked said Administrator Bishop to take charge of and dispose of said still and apply the said Gibson's moiety of the proceeds to the payment of neither of the notes due from said Gibson's estate to said Renfro's estate. Your respondent made the same offer and request to M J Moss former administrator of said Renfro But to do this they have both neglected and refused to do. This respondent has on several occasions made diligent efforts to sell said still but has never been able to do so at anything like a fair price said still is yet in the possession of this respondent, as the present administrator of both

estate refuse to take charge of it. Your respondent believing it to be the duty of the Admr of said Renfro's estate to take charge of it asks your honor to deem the same to be done. Your respondent would further state to your honor that he has as Curator of said estate paid out large sums of his own money to wit the sum of

in payment of the liabilities of the estate of the said Moses M Gibson deceased, this sum he asks your honor to secure to, and upon final settlement thereof decree the same with the legal interest thereon to be refunded to him. Of the debt in complainants bill mentioned marked Exhibit A. This respondent of his own knowledge knows nothing it was presented to him by M J. Moss former Admr of the estate of said Renfro as a charge upon the estate of this respondents decedent and respondent always regarded and treated it as a just debt and a bona fide claim. The other debt claimed by complainant and filed with his bill as Exhibit (B) is a note executed by this respondent to M J Moss former Admr of said Renfro for a balance found due the estate of said Renfro from the Estate of this respondents decedent upon a settlement of partnership dealings existing between the said Renfro and Gibson at the time of the death of said Gibson. Such settlement this respondent then thought and still thinks to be correct. but should any error appear therein the same is to be corrected and that this respondent is ready

and willing upon his part to do. Should any error be discovered in said settlement Your respondent has carefully examined the credits indorsed on said exhibits A & B. and believes them to be correct ~~as far as they go~~, except that there should be a credit on said Exhibit (B.) of $ 16 64 amount paid to M J Moss then Adm. &c. on the 27th day of February 1869 as per receipt of said Admr a copy of which is herewith filed marked (B) and made part hereof. Your respondent is of opinion and so asserts that there is a mistake in the amount of the credit on said exhibit (B) of the Stout Judgement. Respondents decedent's moiety of said judgement on said Stout was on the 21st day of August 1871. Transferred to Isaac I Bishop Admr Debonis non of the estate of said Rufus and said admr placed it as a credit on said Exhibit B. at $185 00. This judgment, as appears from the commissioners report of the indebtedness of said Stout in the case of J M & C S Coutt vs A. Stout and the case of A J. Litton vs the same was ascertained to be $430 00 as of the 19th day of February 1872. One half of this amount or $215 00 as of the 19th day of February 1872 or the sum of $208.35 as of the 21st day of August 1871 is the proper amount with which said note should be credited on account of said judgement on account the aforesaid judgement. This respondent does not deem it expedient or proper to sell the lands of M. M Gibson deceased

in the bill mentioned because he believes and therefore asserts that the rents and profits of said real estate will pay all the debts due ~~from~~ the estate of said M M Gibson deceased in five years. The rents and profits of said Estate while this respondent was curator thereof amounted yearly to the sum of $. and the balance due from said Estate cannot amount to more than $700.00 or 800.00 by which it fully appears that the rent and profits as aforesaid will pay all the indebtedness of said Estate in less than five years. This respondent now having admitted denied and answered all the allegations of said bill as fully as he is advised it is material or necessary to answer prays to be hence dismissed with his Costs.

Virginia Lee County To wit
Personly appeared Wm G Brown before me D C Willis and acting Justice of the peace for and in said County ~~on oath~~ State that the rents and proffits of the Real Estate of M M Gibsons will pay the debts of M M Gibsons estate in less than five years so far as the creditors have put in agent the estate that he knows of. Given under my hand this 26th November 1874

D. C. Willis J P

Isaac S. Bishop Adm
vs } Answer of
Wm G. Brown
& L Hamblin Adm &c al

Isaac T. Bishop Admr &c Pltff
against-
C. L. Hamblen Admr &c. et als Deftts } In Chy.

This cause came on again to be heard upon the papers formerly read in the cause, and was argued by Counsel. On consideration thereof, and it being admitted by plaintiff's Counsel that defendant Hamblen, as Admr of the estate of M. M. Gibson deceased has fully paid and discharged the amount decreed in favor of plaintiff against said administrator at the last term of this Court. And it appearing from the reports of J. A. G. Hyatt & A. L. Pridemore Commissioners in this cause, that all other claims against said estate have been settled, and there being nothing further to be done in the cause the same is ordered to be stricken from the docket.

Isaac T Bishop Admr
vs } Decree Final
C. L Hamilton Admr
&c

Ent'd C.R. B #3
Page 289
J. A. G. Hyatt C.C.

Enter this decree
H & K. M.

Sept 4th 1890.

Isaac T Bishop Admr &c Pltff } In chy.
against-
C. L. Hamblen Admr &c et als Deftts

This cause came on again to be further heard upon the papers formerly read in the cause and the report of Commissioner J. A. G. Hyatt filed in the cause March 14th 1890, and was argued by Counsel.

On consideration thereof, and said report being unexcepted to, the same is confirmed, so far as it shows the sum of $152.65- in the hands of defendant Hamblen Admr. of M. M. Gilson deceased, April 1st 1890, due to the plaintiff, and all other matters in said report contained are reserved for ~~the present~~ future action of the court. It is therefore adjudged, ordered and decreed that the said Hamblen Admr. as aforesaid, pay to the plaintiff or his assignee the said sum of $152.65- with interest on $81.50 part thereof from the 7th day of May 1880 until paid, and for which execution may issue. And the cause is continued.

Isaac S Bishop
Admr &c
vs
Deesel
C. L. Hamilton Admr.
et als.

entered below O.B.
fo. 258-9
J. A. L. Hyatt
C

Enter this decree
H. S. K. M.
April 2nd 1890

Isaac T Bishop Admr &c Pltff
against — } In chancery
C. L. Hamblen Admr &c et als Defts

This cause came on again to be heard upon the papers formerly read in the cause and the reports of C. L. Hamblen Admr &c, and A. L. Pridemore Comr &c filed since the last term of the Court, with exceptions to each of said reports, and was argued by Counsel. On consideration thereof, it is adjudged, ordered and decreed that the exceptions to item No 1, of the credits, in said Hamblens report be sustained, and as to item No 9, in said report, the Commissioner hereinafter appointed will ascertain and report whether or not the said Admr has a proper voucher therefor, and if the same is a proper credit to him; and as to the exceptions to the report of said Pridemore Comr &c, as to the payment of J. T. Bishop's Homestead & Counsel fees, the same are sustained. And it is further adjudged, ordered and decreed that J. A. G. Hyatt one of the Comr's of this Court do State and settle the account of said Hamblen Admr of M. M. Gilson deceased, taking as a basis for said settlement the settlement made by Comr Morgan in this cause, and show what amount, if anything, is in his hands

or should he in his hands, for distribution, and to whom the same should be paid. Said Commr. will report his action to this Court. And the Cause is continued.

Isaac T Bishop
Admr
vs } Decree
C. L. Hamilton Adm
et al.

Entered Chy
O. B. page 223
J. Alsop Clk.

Enter this decree.
W. L. M.

Sept 5 1889.

Virginia

At a circuit Court Continued and held for Lee County, at the Court house thereof December the 8th 1888.

Isaac S. Bishop Admr &c Pltff
vs } In Chy
C. L. Hamblen Admr &c Deft

# # # # # It is adjoudged ordered and decreed that C. L. Hamblen Admr &c and A. L. Prideaux Commissioner in this Cause, be summoned to appear here on the first day of the next term, and show cause why they do not make reports of their actions in this Cause as heretofore ordered, and the Cause is Continued.

A Copy
Teste J. A. S. Hyatt C.C.

2 Copies

Charles J. Bishop

vs } Rule

C. L. Hamblen

I accept legal service of the within Rule.

March 18 1889

C. L. Hamblen

by B. H. Sewell atty

Virginia

At a Circuit Court continued & held for Lee Co. at the Court House thereof Decr. 8/1888.

Isaac T. Bishop Admr &c. Pltff.
against
C. L. Hamblen Admr. &c. Deft.

It is adjudged, ordered and decreed that C. L. Hamblen ~~Admr~~ & Pridemon Commissioner in this cause be summoned to appear here on the first day of the next term of this Court, and show cause, why they do not report their actions in this cause as heretofore ordered & the Case is continued

A Copy

Teste J. A. G. Hyatt C.C.

From
A. L. Pridemore

Isaac T Bishop Admr &c Pltff

vs

C. L. Hamblen Admr &c &c Defts

In chy.

This cause came on to be heard upon the papers formerly read in the cause, and was argued by Counsel. On Consideration whereof it is adjudged ordered & decreed that C. L. Hamblen Admr &c & A. L. Bridemore Commissioner in this cause be summoned to appear here on the first day of the next term and shew cause why they do not make reports of their actions in this cause as heretofore ordered. And the cause is Continued.

C. L. Hamilton Adm

vs } Order

J. T. Bishop Adm
Ptals

Entered this
17 day of
Dec 8th 1888.

Isaac T. Bishop admr &c Pltff.
against
Charles L. Hamblin admr. et als Defts } Inchr.

This cause came on again this day to be heard upon the papers formerly read and the report of S. L. Pridemore filed more than 10 days before the commencement of this term, ~~and no exceptions appearing to this said report the same~~ ~~and no exceptions appearing thereto the same is confirmed - And the cause being argued by counsel~~ and was argued by counsel on consideration whereof and for reasons appearing to the court - no exceptions appearing to said report the same is confirmed - And the tenements under the entry reported by him here have to hold unto and enjoy the lands so entered - And it appearing that one ~~to~~ installment of the purchase money is now due, Commissioner Pridemore will proceed to collect the money due him as the same falls due & pay out the same to the creditors as, allowed in Commissioner Morgans report heretofore ~~as~~ confirmed by the court - But before proceeding to collect the money due him he will execute bond before the clerk of this court, in a penalty of $2000. conditioned to properly pay out and disburse said fund as herein directed - He will report his action to this court from time to time and the cause is continued.

Isaac. T. Bishop admr &c

vs } Decree

Charles L. Hamblin adr

March T. 1877

Entered Order Book
page 621.
James W Orr, Clerk.

P—

Enter this decree.
Apr. 3 1877.
J. A. K.

Isaac T. Bishop admr &c Plff
Against
C. L. Hamblin admr &c et als defts } In Ch.

This cause came on again to be heard upon the papers formerly read in the cause, and the report of Commissioner Henry J. Morgan, filed January 3d 1875, and special statement filed therewith marked "A.H." and exceptions filed to said report by Thomas S. Gibson - and was argued by Counsel - On consideration, whereof the court is of opinion, and doth so adjudge order & decree that said exceptions be over-ruled except so far as the same relates to ~~the present~~ the necessity of a sale of the lands and sustained as to that - and the court further decrees that special statement "A.H." filed with commissioner Morgan's report be and the same is hereby adopted, and that the plaintiff as the administrator of the estate of Josephus Renfro deceased recover from the defendant C. L. Hamblin admr of M. M. Gibson deceased the sum allowed him in special statement "A.H." viz. five hundred and forty nine 25/100 dollars ($549. 25) with interest on $371. 31 part thereof the first day of January 1876. And that he recover the further sum of one hundred and six 69/100 dollars, with interest on $93. 39. part thereof from January 1876. That William G. Brown, late curator of the estate of said Gibson recover the sum of two hundred and seventy one. 43/100 dollars with interest on

two hundred & forty eight 65/100 dollars part thereof from January 1st 1876. That William F. Gibson Bro & Co recover the sum of three hundred and five dollars & 75 cents with interest on $232.52 part thereof from Jan 1st 1876. That Zachariah Gibson recover the sum of two hundred forty seven & 83/100 dollars with interest on $189.33. part thereof from January 1st 1876. and also the sum of one hundred and thirty six dollars & 85 cents with interest on $60 part thereof from the 1st day of January 1876. and that Wm F. Gibson recover the sum of twenty two 91/100 dollars and interest thereon from December 1st 1868. and that the plaintiff recover from the defendant the costs of this suit; to be paid out of any money in his hands or hereafter received by him - The defendant Charles L. Hamblin admr. is hereby directed to pay out any money in his hands, after the payment of costs to the creditors herein named, and report the number date ~~and~~ amount and to whom paid, to the commissioner herein after appointed to wind said bands: and to this end he will also proceed to collect as speedily as possible ~~to collect~~ any uncollect debts still due ~~from~~ to him and pay out the same to the creditors herein named. - But if it appearing to the court that said assets will not pay, all the debts herein allowed, A.L.

Bridgeman who is hereby appointed a special commissioner therefor, who after posting notice for at least 30 days upon the front door of the Court House of this County and in the neighborhood where the land lies setting out times terms and place of sale, proceed by public out cry to the highest bidder on some Court day at the front door of said Court House to rent said lands by the year for a period sufficient to pay the residue of said claims after applying ~~the proceeds~~ as credits the sums paid by said Charles L. Hamblin admr. provided said renting does not exceed five years. But ~~as~~ the said Thomas S. Gibson having in his exceptions proposed the price of said renting at the sum of $200. per annum the said commissioner will not receive any bid below that sum. The renter is to have the possession of said premises on the first of ~~October 18~~ January 1876, and said commissioner will take bonds payable to himself as commissioner, to fall due at the end of each year, reserving a right of distress he will require good & sufficient security from the renter, made payable to himself with homestead waived, - should the premises be at the time of renting or any part thereof sown in wheat the tenant shall pay the rents to the lessor. - The said Commissioner will report his action to this court and the cause is continued -

Isaac T. Bishop, adm'r

vs } Decree.

C. L. Humbleviadwne.

Aug. T. 1878.

Entered Order Book
page 458 & 459,
James Worrell

Directs Humble

Enter this decree.
Jno. A. K.

Sept 3/75

# Notice

In obedience to the Decrees entered in the following Chancery Causes - I will proceed at my office in the town of Jonesville Va - on the days hereinafter mentioned to perform the duties assigned me. in the Chancery Causes - of

Rose Ann vs J. F. Jones et al - Novr. 8th 1889.
Isaac Nestor & wife " James Worley et al - " 11th 1889.
Huffman & wife " R. D. Flannery Admr " 12th 1889
Pennington " Carroll - " 15th 1889.
C. J. Taylor " M. L. Yeary " 18 1889.
J. T. Bishop Admr " C. L. Hamblen Admr " 20th 1889

All persons interested in the accounts directed to be taken in these Causes are required to attend at the above stated times and place, with all necessary papers - for the taking of said accounts.

J. A. S. Hyatt
Comr

Novr. 6th/1889.

Isaac T. Bishop Admr

vs } Comrs Notice

C. L. Hamblen Admrstrx

N.

Isaac T. Bishop adm&c. Pltff
v.s.
C. L. Hamblin adm&c ... Deft's } Inchy.

This cause came on to be heard upon the bill of the pltff, the answer of C. L. Hamblin adm&c, the answer of William G. Brown Late Curator &c, and general replication thereto, and the joint answer of the infant defendants George H. Gibson Esther Gibson, George D. Gibson, Zachariah S. Gibson & Moses M. Gibson, by Charles T. Duncan their guardian ad litem, with general replication thereto. And was argued by Counsel, and it appearing to the court that process has been duly executed, on all the home defendants and publication duly made as to the non resident defendants and all failing to appear and answer the bill as to them is taken as confessed. On consideration whereof it is adjudged ordered and decreed that Henry J. Morgan a commissioner of this Court take state & settle the account ~~the~~ of C. L. Hamblin adm. of Moses M. Gibson ~~Esq~~ deceased & the will also take state & settle the account of Wm. G. Brown, Curator of said Moses M. Gibson's estate and show ~~in this~~ the unadministered assets in the hands of each. He is further directed to confirm the creditors of decedents estate

and ascertain what sum is due the plff and each of the other creditors. And if it appear that the personal assets will be insufficient to pay in full all such debts he will further ascertain the pro rata share of each, and if there be priorities he will state the same. And should it further appear that the personal estate will be insufficient to pay the said debts he will report, the lands descended to the heirs, and by whom now held, and whether the rents and profits thereof will after the application of the personal assets pay by its rents & profits the residue of said debts ~~within five years.~~ He will report any other matter by him deemed pertinent or required by any party and report his action to this Court at its next term & the cause is continued

Isaac T. Boiler
vs. } Decree
G. L. Blair admrx

Nov. 7. 1854

Entered order Book 8 page 396.
James Moore Clerk.

Entered this cause
Nov. 1854
J. M.

E L Hamblen adm de. bn
against
Isaac T Bishop adm de Deft, } by

The defendant in this suit states that he is informed and believes that Thomas Gibson is a material witness for him in this suit. And he states that he did not since his whereabouts since the institution of this suit until within the past week. And he further states that he knows of no other witness in the court by whom he can prove the same facts except that it be Jno R Gibson who knows the same fact in part at least. But he was not aware of the knowledge of Gibson upon this matter until to-day

Sept 30/74. I T Bishop

Sworn to before me this Sept 1st 1874.
James W Orr Clerk.

Isaac Bishop et
vs } affidavit
C. F. Hambleton et

I John R Gibson do swear that Alexander Gibbs & Mary his wife, Eliza Coleman, I Dobbs & Sarah his wife, Calvin Brogan & Sarah his wife, James E Gibson, George D Gibson, ~~Jachariah D~~ & Moses M Gibson, are non residents of the state of Virginia, as I am informed and believe, So help me God.

John R. Gibson

Sworn to and subscribed before me, this January 22nd 1874.

James W Orr. Clerk.

Isaac T. Bishop Admr

vs } Affidavit

E. L. Humblen Admr et al

Filed January 22nd 1874.

James W Orr. Clerk.

Commissioners Office Jonesville Va June 7th 1875.

Isaac T. Bishop adm'r of Jo. Bishop dec'd Pltff

vs. } In Eq

C. L. Hamblen admr & others Defts

To the Hon John A Kelly Judge of the circuit Court of Lee County

In order to discharge the duties directed by a decree entered in this cause, on the 27th day of Nov 1874 I proceed on the 27th day of May 1875. to prepare notices, showing briefly the objects had in view, the original of which is herewith filed marked (A) One copy of which I mailed to Wm G. Brown at Gibsons Station, another copy I sent to Isaac T. Bishop by Mr Campbell, another copy I sent by mail to Bull & Mullins Store another copy I sent to H. C. T. Richmonds Store with a request as to the latter two, that they be posted at their Store doors respectively: and the defendant C. L. Hamblen accepted service of said notice, as will be seen by reference to his endorsement on the back of said original notice. And with such notice, I proceeded to the discharge of the duties assigned me by the said decree, and to the manner in which I have discharged those duties your attention is now respectfully directed:

Moses Mac Gibson for the settlement of whose estate this suit was brought, died sometime during the late war, or very soon after its close, and he having ~~went~~ entered into the service of the

Confederate States made and published what he called his last will and testament, which soon after the war, was offered for probate, but its probate was resisted by those interested in having it defeated, and thus a law suit arose which remained in court for some time, but the paper thus propounded was finally adjudged not to be the last will and testament of said M M Gibson deceased. And by this judgment it was determined that said Gibson died intestate.

During the pendency of said contest, the deft, William G. Brown on the 16th day of October 1865 was appointed by the county court of Lee county Curator of the estate of said Gibson who continued to act as such untill the 20th day of Octr 1873 when said estate was committed to Chas L. Handlen high Sheriff of this county for further administration.

Shortly after the appointment of said Brown, as such Curator, he caused said Gibsons personal estate to be appraised, by which it appears, the same was estimated (including 1/2 of the Stills) to be of the value of $554.25.

About the 20th day of Decr 1866 the said Curator sold the property of said Gibson on a credit of 6 mos when the same brought $1057.80 as appears by said Curators Sale-bill

It seems that said Gibson and one Jo. Renfro had been, or were in partnership at the death of said

Gibson and in said Sale bill there is reported, the Sale of a Copper Still to one A D. Stout at the price of $462.50 and another to William Riley at the price of $250.80 both of which amount in the aggregate to $713.30

It is conceded that the estate of Jo. Ranfro is entitled to receive one half of the nett proceeds of the sale of said two Stills, which amounts to $356.65 and this Sum deducted from the gross amount of said Sale bill leaves the Sum of $700.15 with which the said Curator ought to be charged in the settlement of his account. And I will here remark, that in said Sale-bill is included, the sale of the rents corn, raised on said Gibsons land, for the year 1866, and probably for the year 1865 also.

It also seems that there are articles mentioned in said Appraisement amounting to $26.00 which were not sold by the curator, and if so, he ought to be charged therewith, in addition to his said sale-bill.

It is probable, that, as to the 2 Stills mentioned in said sale-bill I shall again have to refer, in a subsequent part of this report.

The Curator William G. Brown lived upon the land of said M M. Gibson died from the time of his appointment as such, during all the period of 8 years, while acting as such Curator, and in fact he is still living upon it, but now and a recent from Hamilton as agent of said Gibson

The rents of said lands for the year 1866 and perhaps for the year 1865 were sold and the proceeds included in said Sale bill as before stated

It seems that said Brown each year from 1867 to 1872 sold one third of the grain and products of said land, and charges himself as Sub-Curator with the proceeds thereof, and from his statement thereof, it appears, that for the rents of 1867 he received the sum of $316.70, for the year 1868 $166.75, for the year 1869 $181.13, for the year 1870 $195.70, for the year 1871 $209.75, and for the year 1872 $282.45, all which rents amount in the aggregate to $1352.48.

Since this suit was instituted, the curator Brown, appeared before James W. Orr, the commissioner of accounts, for this county, in the county court, and laid before him, his papers for settlement; and about the 25th day of July - 1874 Mr Orr stated said account down to the 20th day of June 1874 and by this statement of said account, it appears that said Brown had overpaid all his liabilities by the sum of $248.65 which becomes a charge in his favor to that amount, against said estate, with interest from the 20th day of June 1874 till paid.

This account as stated by Mr Orr consists of 8 annual statements, the 1st as of June 20th 1867 and the last as of June the 20th 1874 in which he has kept in a separate column, the annual accruing interest, and has only brought the aggregate thereof into the general debtor column in the eighth and last statement.

In the first annual statement, Mr Orr has charged the curator with said sale bill of $701.15, and

with the value of those articles mentioned in said appraisement of $26.25 not sold, or if sold, the fact not appearing upon the face of the sale-bill, making said Curators indebtedness in first Statement, amount to $727.40 and he then in the Succeeding Statements charges the curator with said Several years rents in their appropriate places: And he then proceeds to enter Such credits as he thinks proper, resulting as before Stated: and with said account is filed in the county court, the said appraisement, Sale-bill Statement of rents, and the vouchers for the credits therein allowed marked as in the margin thereinfrom 1 to 43 inclusive

I have examined the said account, as Stated by Mr Orr, I have compared many of the principal credits therein allowed with credits on outstanding debts against said estate, and to this extent, I find the same to be correct, and as far as I can see the whole of the same appears to be correct and properly Stated and the same having been confirmed and ordered to be recorded by the county court in the month of August 1874, I now therefore adopt the account of said curator as Stated by Mr Orr, as and for the account directed ..... to be taken in this Suit as to the said William G. Brown curator as aforesaid, and I now file herewith a copy of the same as a further part of this report marked (A6)

The defendant C. L. Hamblen was appointed Admr of said M. M. Gelzon the 20th day of Oct 1873

and Mr Brown who had cultivated said Gibsons for that year as well as premises Chas. Boon thereafter turned over to Mr Hamblen One third part of the crop raised by him that year, and about the 13th day of January 1874 Mr Hamblen sold the rents of 1873 upon a credit of 12 months, and realized or is to realize the sum of $202,57 which became due January 13th 1875.

About the time of said Sale (Jan 13 1874) Mr Hamblen again rented said land to said Brown for the year 1874 and was to get one third part of the crop and about the 5th day of December of that year, he sold on a credit of 12 months, the share of the crop for that year, and he is to realize therefor the sum of $416.60 which will become due Decr 5th 1875.

On the 10th day of Septr 1874 Mr Hamblen after having advertised for the purpose let said premises to lease for the year 1875 at public auction to the highest bidder on a credit of 12 months for a cash rent, when said William G. Brown became the lessee thereof at the price of $150.00 which will become due January 1st 1876. And I now file herewith as a further part of this report marked (A D) Mr Hamblens Statements of these transactions made under Oath showing substantially what I have here stated.

From this Statement, it is seen that the rents for the year 1873 did not become due untill Jan 13th 1875 that the rents for 1874 became due or will become due Decr 5th 1875 and the rents for 1875 will become due

January 1st 1876 so that the last years rent will become payable about 25 or 26 days after the preceeding years rent.

Upon the basis of what has now been said, with reference to Mr Hamblens renting of the lands of said Gibson I now proceed to state his account as such administrator and the same is herewith filed marked (A E) and by reference thereto it will be seen, that on the first day of January 1876 there ought to be in the hands of Mr Hamblen as such administrator the sum of $651.43 to be applied to the payment of outstanding debts, but Mr Hamblen informs me, that there are some Township Taxes outstanding against the estate which will have to be paid, and it is probable that the taxes on said land for the year 1875 will have to be paid out of said fund, and if so paid the said sum, will probably be reduced about $20.00 which would leave of the above sum about $631.43 to be applied to debts.

Said Statement (A E) consists of two annual Statements the 1st as of January 1st 1875 and the 2nd as of January 1st 1876. In the first I charged the admr with said rents for 1873 and in the second with the rents of 1874 + 1875. I then gave the admr credit for commission and for four other items, vouchers for 3 of which are filed with said Statement, marked as in the margin thereon 1, 2 + 3 the fourth being for $25.00 agreed to be paid by Mr Hamblen to Mr Brown for breaking and measuring rent grain, and the same not having been paid as yet is not filed, but when paid is to be filed without further credit

Having thus disposed of the two accounts, I now proceed to the consideration of the outstanding debts against M. M. Gibsons estate which have been produced before me, and by way of setting out each debt, with the credits thereon, the balance due calculated down to January 1st 1876 on each debt, the names of the individual creditors, the time from which each bears interest, and the aggregate amount of the whole, I have prepared a Statement of Such debts, and file herewith the same marked (A F) with which I also file the evidences of debt marked as in the margin A. B. C. D. E. and also therewith the affidavit of the creditor in relation thereto.

These Several debts calculated to January 1st 1876 amount in the aggregate principal & Interest to $

The one marked (A) in said Statement, is the Bond made Exhibit (A) by the plaintiff with his bill, and is a note or bond executed by intestate Gibson to Jo. Renfro now likewise dead, on the 19th day of June 1861 for $943.84 due one day after date, Subject to four credits endorsed thereon and set out in said Statement, the first two of which was paid by M. M. Gibson in his lifetime, and the latter two, by Mr Brown as late curator, and which are credited to him in the settlement of his accounts as aforesaid $10743 and there is a balance due thereon calculated as aforesaid of $549.25

The one marked (B) is the same made exhibit B by the

9 Plaintiff in his bill, and is a bond executed by said Brown as such Curator to Marcellus J. Moss admr. of Jo Renfro on the the 17th day of June 1867 for $605.31 with interest as is shown in said Statement, subject to 7 credits likewise shown therein, all which appear to have been payments made by said Brown & for these payments he is credited in the Statement of his account as vouchers No 14, 16, 32, 33, 38 & 41, and there is yet a balance due thereon calculated to the time aforesaid of $106.69, this and the preceeding claim amount in the aggregate to $655,914,8 to respond to the requirements of the decree under which I am acting, I can now report, the last mentioned sum as due, and owing the pleintiff from the estate of M. M. Gibson decd.

M M Gibson and Jo. Renfro had at one time been in partnership, but the exact time is not known by your commissioner, and this last mentioned bond, was executed by Brown as Curator to Mr. Moss as admr of Renfro, as a final settlement of the matters connected with that partnership as is shown upon the face of the said bond

There is nothing in this cause, showing that at the time of its execution, there was any thing due from Gibsons estate to that of Renfro's but I suppose we cannot go behind the bond to enquire what was the real consideration for which it was given, unless its validity was denied in the pleadings manner, and between the proper parties

And there being no such denial, I presume we must regard the said bond as an evidence of debt.

I have but little doubt, that the parties at the time of its execution were well satisfied of the fact, that Gibson's estate, was justly owing Neal of Renfroe the amount of said Bond

The claim marked (K) is a note or bond executed by Mr Brown as Curator on the 19th day of Dec 1868 to M F. Gibson Bro & Co for $342.82 due one day after date subject to two credits endorsed thereon, leaving a balance due thereon calculated to Jan 1st 1876 of $305.75. The credits endorsed thereon were paid by Mr Brown as curator and for these payments he is credited in his settlement before referred to as credits No 24 & 30.

The remarks made with reference to the preceding bond are alike applicable to this.

The claim marked (D) is a bond executed by J.J. Gibson and M M Gibson to T S. Gibson on the 5th day of December 1855 for $200.00 due one day after subject to a credit of $190.00 paid by said J.J. Gibson on the 12th day of Nov. 1870 upon which there is a balance due calculated to the time aforesaid of $247.83

In the affidavit in which said Bond is enclosed said T S. Gibson states the fact, that at the time of its execution J.J. & M M. Gibson were in partnership in farming & stock buying, that said note was given for loaned money for the use of the firm

and that said credit of $190.00 was paid to himself J.J. Gibson, and the time the same was paid it constituted about one half of what was then due upon the said bond.

Upon the idea that these parties were equal partners, and that all other matters growing out of the partnership transactions had been settled and adjusted between them upon that basis, then in justice the estate of M M Gibson ought to pay the residue thereof, but whether such be the fact or not, said J.J. Gibson may look to either party for the balance due thereon, and the same having been produced before me as a charge against M M Gibson's estate I have allowed the same as a debt against it.

The said James J Gibson has within the last year departed this life and his son Zachariah has qualified as Executor of his will, and as between him and the present admr. of M M Gibson the matters of that partnership will have to be ultimately settled if settled at all and when that is done, if injustice has been done in this matter, it may then be righted.

The claim marked (E) is a bond executed by M M Gibson to said J.J. Gibson on the 18th of Aug 1854 for $160.00 due one day after date, and there will be due thereon on the first day of January 1876 the sum of $136.85

On the 19th day of June 1861 the firm

of Renfro & Gibson executed a note to Wm. F. Gibson for $166.72 due one day after date, Subject to two credits, the first for $80.00 paid by Renfro on the 1st day of August 1861 and the other of $40.43 paid by Wm G. Brown Curator on the 17th day of December 1868.

In Wm. F. Gibsons affidavit which encloses said note he states that at the time of its execution Renfro & Gibson were in partnership, that it was executed for two horses sold by him to them, that at the time it was executed they promised to pay him some money in a short time, that said $80.00 was paid in a short time, and that his opinion is that the same was paid out of partnership money while the endorsement on the note shows that it it was paid by Renfro.

The $40.43 credit, was beyond question, paid out of the individual assets of M M. Gibson decd. for it was paid by Brown as Curator in 1868 after the death of both members of the firm, and while William F. Gibson may demand of either estate the balance due, yet the question naturally arises as to which of said estates ought in justice to pay the balance? or ought each of said estates to pay an equal part thereof?

In the absence of any facts showing the nature or conditions of the partnership, I suppose that the law would presume them equal & if equal, then in the absence of any facts or circumstances, showing or tending to show, that one or the

of said estates, other should pay the whole or more or less than one half. that we ought to consider such estate in equity and good conscience bound for an equal half of the same; And if the facts in this case will justify such a course to be taken, then it is the proper course to be pursued in as much as both estates are before the court & complete justice may be done to all parties, in the premises - let us now see what are the facts.

~~In the first place. We have seen~~ that bond (B) was executed in settlement of a partnership debt, or liability; but what did it include, did that note relate or include within it all debts and liabilities of the firm and must it be viewed as finally settling all matters pertaining to the partnership if so Renfro's estate might in justice to pay all outstanding debts against the firm, Or ought we to consider that it was executed for the excess of money and property put into the firm by Renfro beyond what had been contributed to the joint stock by Gibson leaving outstanding debts to be adjusted hereafter - I am of opinion that the latter is the correct view of the matter.

In the second place we see, that the credit of $80.00 was paid by Renfro, and taking what is there stated to be literally true as it no doubt is, Still it does not follow as a necessary consequence, that he paid it out of his own money, yet the only inference will be, that such was the fact, else why should such a credit be entered. The fact is no doubt as there stated

that the money was paid by Renfro. but that is not conclusive as to whether he paid it out of his own means or that of the partnership, - it may have been either the one or the other, so far as is shown with certainty.

Suppose A & B are in partnership, that they have contracted some debts, that they sell goods or stock and get the money therefor, that each one takes a part of the money, that each are honest and are desirous of accounting to each other for every farthing passing through each others hands, and that each one knows what the other has got of the partnership assets or suppose they do not each know what the other has got. Still each does know what he has received. In such a case, what would be more natural than for either when they paid out money to require the creditor to show in some way, by whom the same was paid, so that if a dispute should arise between the partners, as to which of them paid a certain debt, or whether one or the other had accounted for all the money he had received, such one could point the other to the evidence to exonerate himself, as I in the [illegible] place [illegible]

In the third place, Wm. F. Gibson gives it as his opinion that said $50.00 credit. was paid out of partnership assets.

Said Wm. F. Gibson is the brother of M. M. Gibson dec'd and was the uncle by marriage of said Renfro, and is regarded as strictly honest, and was no doubt well acquainted with the business transactions of Renfro & Gibson. And these being all the facts in the

cause, bearing on the subject, which ought to act weigh in determining the action to be taken with reference to said $80.00, the endorsement thereon showing that Renfro paid it, or Mr Gibsons assertion that notwithstanding Renfro may have paid it yet that in doing it, he used the money of the firm to do so. As for myself I am inclined to give the preponderance of evidence in favor of the latter view and accordingly will so act, by entering in said Statement of outstanding debts the one half of said note, after taking off said credit of $80.00 and then from the half to be thus charged to said M M Gibsons estate will deduct said credit of $40.43 paid by said Rosson as curator and with said Statement (A F) I file said note marked in the margin therein (F) The one half of which less said last mentioned credit amounts to $32.84.

The one half of the residue of said note after deducting the credit of $80.00 calculated down to January 1st 1876 amounts to $81.82 and as Mr Wm F. Gibson is entitled to all his money, and as the admr. of said Renfro is before the court as plaintiff, why not direct him to pay that sum to him, and that and the $32.84 allowed against said M M Gibsons estate makes all that is now due thereon.

During the continuance of the partnership between M M and J J Gibson another note was executed by them to one Felix G. Gilbert for a lot of mules. amounting to $392.50

The Executor of James J. Gibson states to me in relation to that matter, that his father the said James J. paid off the entire debt, that he paid much the larger part stating himself during the lifetime of Mr M. Gibson, and as to that so paid, he does not know whether it was with partnership assets or not, but supposes that it probably was. Since the close of the war, and since the death of M M Gibson, the said James J. Gibson paid off the residue of said note amounting to $ and as to this, the said Executor, seeks in this suit, to have allowed as a debt against the estate of said M M. Gibson in favor of that of his testator.

The said Executor produced the note before me, and I directed him to take the deposition of Mr Gilbert in order to throw some light on the transaction if possible and to take with him the said note, that Mr Gilbert might see it to refresh his memory, and with that view he returned the same. The Executor has taken the deposition of Mr Gilbert and I now herewith file the same marked (A G) but he has failed to return the said note.

The deposition of Mr Gilbert is badly taken and throws but little light on the transaction, He does state however, that the Mules was bought by M M. Gibson, that he executed a note with his own name and that of James J. Gibson thereto, that he thinks Jas. J. Gibson made the first payment to him, and that he collected the balance through John Dishman

But untill said note is returned no definite

action can be taken so for the present we will keep it by

I now file herewith a paper marked (AA) which was produced before me by C. L. Hamblen admr of said M. M. Gibson which seems to be a due bill without seal for $222.55. executed on the 6th day of January 1858 by said James J. Gibson to M. M. Gibson and which according to the face thereof is "Subject to settlement of land"

The estate of Jas. J. Gibson is solvent, and could this claim be collected it would furnish assets in the hands of Mr Hamblen to the sum of some $440.00 in addition to what is already in his hands

The Executor of J. J. Gibson seems to think the matter was long ago settled between the parties, but if it was not so settled, that his duty would require him to plead the statute of limitation, were the claim attempted to be enforced, and as the same is not under seal, such plea would defeat it, it may therefore be regarded as worthless

I now file herewith marked (AB) the deposition of Z. S. Gibson taken with reference to the annual rental value of the land of M. M. Gibson decd.

His opinion seems to be that said lands taking one years with another will not yield more than about $150.00 per year over and above the taxes thereon and the current repairs necessary, at this rate in five years said land would yield $750.00 when we add to this sum the $631.00 in the hands

of Deft Hamblen we would have the grop Sum of $1881.00

When we calculate the debts now allowed, against said estate, exclusive of the claim last referred to, we have the grop Sum of $1649.64, so that the funds in Mr Hamblens hands, and the rents of said lands for 5 years, according to the foregoing estimate, would fall short of paying the debts, by the sum of $268.00, beside the accruing interest, I am therefore compelled to report, that the rents of said lands will not in five years pay the debts,

Said lands lie on the South Side of the Poor valley ridge, on the north side of the Main road and about 5 Miles east of Cumberland Gap. The estate consists of about 200 acres, and was at one time very fine, and is now good but some what scuffed and out of repair, It adjoins the lands of Mr Wooldon, Thos S. Gibson & perhaps others, and is now occupied by Wm. G. Brown under a lease from Le Hamblen, which will expire January 1st 1876, but Mrs Hamblen retains the right to re lease the premises for the year 1876 after the first of Sept 1875 as he informs me.

I am inclined to think from what I have heard some of the heirs say, that it is perhaps desirable to have the entire lands sold, and after the debts are paid to have the residue distributed among the heirs interested

Said M M. Gibson had some 8 or 10 brothers and Sisters to whom his estate descends, ~~and~~ Several of whom

having died, leaving large families, such interest as these would have inherited, will have to be subdivided among their heirs as collaterals, and when a part of the land is sold to pay debts, and the residue partitioned, the share to which said collaterals would be entitled, would be very small indeed,

Until the claim of the executor of James F. Gibson shall be returned to be acted on, I know of nothing further to be reported

All which is respectfully submitted

Henry F. Morgan Comr.

The foregoing report is excepted to because the report shows that there were liabilities existing between J. J. & M. M. Gibson, the parties mentioned at the time the $222.55/100 due bill was executed, & it being said cancelled liability it is reasonable to infer that it was to go as a credit upon those claims.

Because the bond by the preponderance of evidence reported is shown to rent for more than $50.00 per annum, & there are parties who will pay $200.00 per year for it & stand ready to execute bond to that extent for bond.

Because it is not shown that a debt of $[illegible] was not paid by M. M. Gibson after the first payment & the first payment is presumed to be out of partnership funds

Morrison & Fant

Isaac T. Bishop adm

vs } Commissioners Report.

C. L. Hamblen admrd

Filed June 3rd 1875.

James W Orr clerk.

Commissioners fee $24.00

Isaac T. Bishop admr &c Plff
vs } In Eq.
Charles L. Humblin et al defts

To the Honorable John A. Kelly Judge of the circuit court of Lee county -

The undersigned commissioner begs leave to report, that in pursuance of a decree heretofore rendered in this cause did on the 18 day of october 1875, in pursuance of said decree, proceeded to rent the land formerly belonging to M. M. Gibson deceased for the period of four years, which period as estimated will pay the debts against said estate, Wm. G. Gibson became the renter, at the price of $1253.34, and Thomas S. Gibson entered to his bonds as security - they paid me the costs $75.34. decree and also my commissions - but then executed to me a bond for $1180. payable one third in one two three and four years the first falling due Jan^y 1877. The renting was a very good one, and the renters solvent and prompt. The confirmation of that renting is therefore earnestly recommended. All of which is respectfully submitted.

A. L. Bridemore Com.

Nov. 10th 1875.

3/1180
3.93

Isaac T. Bishop admr.

vs } Commissioners Preliminary Report.

Charles L. Hamblin admr &c

Filed this Dec. 20th 1876

R W Ors J & C

Isaac T. Bishop, Admr of Joseph Newton - Pltff

vs } In Chancery.

C L Hamblen Admr. (Sheriff) of M M Gibson Deft

To the Honorable H. S. K Morison Judge of the Circuit Court for Lee County Virginia.

The undersigned administrator, in the above styled cause, in obedience to a rule awarded against him at the last term of your Honor's Court, as directed by a decree entered at August term 1875, begs leave to make the following report of his actions:

| Vouchers | | | |
|---|---|---|---|
| 1 | Paid T. S. Brown for serving notice on appraisers on Wm Horton's Estate, April 7th 1873. | 1 | 50 |
| 2. | Paid W. S. Ball Road Dist Levy on M. M. Gibson's Estate, 1874. | 1 | 37 |
| 3 | Paid J. W. Orr fee-bill, Feb. 1874 | | 50 |
| 4 | " Tax on said Gibson's Estate for the year 1875 | 20 | 29 |
| 5. | Paid Z. S. Gibson Jany 1st 1876 | 49 | 28 |
| 6. | " Wm G. Brown, Jany 1st 1876. | 129 | 02 |
| 7. | Paid I. T. Bishop admr. Jany 20th 1876 | 125 | 00 |
| 8 | " Z. S. Gibson, May 8th 1877 | 200 | 00 |
| 9 | " Z. S. Gibson | 25 | 00 |
| | Total amount paid out. | $551 | 96 |

This sum is all that has been paid out by me since directed by said decree, and is all the funds which I have collected for said estate.

There was a note executed to me by Joseph and Samuel McPherson for the benefit of said estate. This note I placed in C. T. Duncan's hands for collection, and at the time I placed it in his hands, there was, about $75.00, balance due on it. I placed said note in said Duncan's hands, March 1884.

Respectfully Submitted,

C. L. Hamblen Admr,

~~This report is excepted to so far as the Admr. takes credit for items No. 1 + 9, because Voucher No. 1 is not a charge nor could be against the estate of M. M. Gilson deceased. See Voucher 1, and because T. S. Gilson was not a creditor of said estate, + the Admr. was ordered by decree of Sept. 3rd 1875 to pay to the creditors therein named, the fund in his hands, or that might come to his hands, and no Voucher is filed for this payment, No 9. And the report is further excepted to because the Admr. does not charge himself with the amount found in his hands Jany 1st 1876;~~

Frank J. Bishop Atty

C. L. Hamblen Admr
vs
C. L. Hamblen Admr
Report

Filed March 18th 1889.
J. C. Hostetter Clk

by Comr. Morgan, $651.43, See Statement "A E" with Comr. Morgan's report, and pay the same out as directed by said decree, when there is a balance due some of the creditors of said estate.

Richmond & Orr, attys
for J. J. Bishop Admr
Aug 20th 1889.

To the Hon. H. L. K. Morison Judge of the Circuit Court of Lee County Virginia

Your undersigned who was a special Commissioner in the Cause of I. T. Bishop & C. L. Hamblin adm. now pending in your Hon.d Court Begs leave to report - that he heretofore filed his final report in this Cause showing fully the disbursement of the fund in his hands.

By his former report, and memoranda now in his possession, he is enabled to state the following facts. viz:

At the October Court in pursuance with decree in said Cause, your Comr. made a net calculation of the amounts due each creditor adding interest for four years, and then deducted the amount about $600 shown to be in the defendants Hamblins hands. He found therefore that it required the sum of $1255.34 of which sum he paid Costs and Commissions $75.34, leaving $1180. for disbursement. For this sum he rented for four years on the pltffs Bishops Claim by agreement your Comr retained for Hagans & Prudemore their fee as agreed between them and the pltff. this sum $75.00

And paid to him Apr. 17 1879 190.00

" " " " " 29 1879 120.00

And Apr 30th 1879 I paid to his
Counsel in attorney and by his di-
rection the sum of . . . $105.00
And to said Counsel C. T. Duncan in
said Cause May 7th 1880 . 100.00
Making in all the sum of $540.00
On Nov 22 1884 for the first
time Mr Hamblin wrote me a
letter in which as in his re-
port now on file he claims to
have paid Bishop 125.00
Making this sum in all $665
which must over pay him.
In the year 1877 I also paid
March 31st 1877 through T. S. Gibson
To Wm G. Brown $55.28
To Wm F. Gibson Brooks 80.30
" G S. & Wm F. Gibson 62.32
" Same Dec. 16 1879 42.50
" " May 7 1878 45.00
" " Apr. 30 1878 30.00
" " " " 1881. 85.00
" " " " " 90.00
" Mary Brown Nov. 30. 1878 40
" Mary Brown adm of 50.00
of Wm G. Brown. 100.00
Making in all the sum of 680.00
I then paid accumulated costs
the sum of ten dollars . . . $10.00

which made the sum of $1180.00 paid out by me. The fund in my hands did not bear interest, nor was it paid out promptly, I held a part of it over a year to get a statement from the creditors and Mr Hamblin of the payments between them. And while perhaps no one was to blame the matter went over from time to time - and has never been settled only as above & as by Mr Hamblin's report shows. For all the disbursements above I took receipt and have them before me except one or two small ones which I fail to find but can make satisfactory proof of them. Indeed the parties to whom they were paid will not deny them. And I may find them I take their dates & amounts from a book kept by myself. All of the creditors must be fully paid and they have so told me except Mr Bishop and I am confident since seeing Mr Hamblin's report that he is over paid. The land has been long since sold & the proceeds distributed among the heirs of said estate - And as I have often stated in open court there is no reason why this cause should not be dismissed - All of which has been heretofore reported and is again submitted. A. L. Pinkerton Exr.

Aug. 8th 1889.

The within report is excepted to so far as it reports the ~~claim of~~ plaintiff's claim paid; by a calculation herewith filed it will be seen that there is a balance due on said claim Sept 1st 1889, of $126.98, and is further excepted to, so far as it asks a dismission of the cause.

Richmond & Orr, for Pltff.

A. S. Pickenard
Com

Exc. } Report
Hanat
Bishop Lacher & Hamilton
Action

Filed Sep. 10 1889
J. F. Coffman
C.C.

Commissioners Office
March 14th 1890

Isaac T. Bishop Admr to Deff
vs
C. L. Hamblen Admr to Deft

In Chcy

To the Hon. W. S. R. Morrison
Judge of the circuit Court for Lee County
Virginia.

The undersigned having been appointed Commissioner, by a decree entered in the above styled Cause on the 5th day of September 1889; and therein directed "To state and settle the account of C. L. Hamblin Admr. of M. M. Gibson deceased, taking as a basis for said settlement, the settlement made by Commissioner Morgan in this cause, and to show what amount, if any thing is in his hands or should be in his hands for distribution, and to whom the same should be paid."

In obedience to requirements of said decree I proceeded on the 20th November 1889 after giving the parties due notice as is shown by a copy of the Notice herewith filed marked "A" and by summoning C. L. Hamblen the Admr to appear, with such vouchers as might have, showing his disbursments and to whom, said Admr. referred me to the vouchers filed with his report herein filed, in answer to

a rule issued against him & others.

And at the request of said Hamblen, attorney, the stating of his account was continued in order to give him a chance to look in to the matter, until this the 14th day of March 1890.

As shown by statement herewith filed marked "H." I have stated said Administrators account, charging him with $657.43, the amount shown by Commissioner Morgan to be in his hands unaccounted for on the 1st January 1876, and have given him credit with vouchers from 1 to 7 inclusive resulting in showing that there still remained in his hands unaccounted for on the 1st January 1877, One Hundred & Twenty five Dollars & 17 cents ($125.17) of principal and $19.57 accumulated interest, and that said principal sum had accumulated $99.57 more interest up to April 1st 1890, aggregating the sum of $244.19 in his hands unaccounted for on the 1st April 1890.

I did not allow said Admr any Commission from the fact that Judge Morgan had given him credit for 8% on all his receipts up to January 1st 1876.

On a final distribution of said funds said Admr, will be justly entitled to.

Commission on his receipts in the way of interest amounting to $117.02, when he disburses the same.

By calculation of the claim of the Plaintiff Isaac T. Bishop Admr &c herewith filed marked "X Y." against said Estate there is due him on the 1st April 1890 including accumulated costs properly chargeable to him the sum of One Hundred & fifty two Dollars and Sixty five cents ($152.65) which is properly payable out of the fund so formed in the hands of C. L. Hamblen Admr &c.

It seems from the report of A. L. Pridemore herein filed that all other creditors are paid off or at least consider their claims settled. C. L. Hamblen claims to have paid to T. S. Gibson the sum of 25 $ date not given nor voucher filed, which is a proper credit to him on this fund, should he produce any legal evidence on what debt and that the same was properly paid out, he should have credit therefor, he also claims as shown by his report that he failed to collect or has not received all the note he held and has on Samuel Joseph McPherson, as such Admr. Should it be shown by any proper evidence.

that he did not, nor could collect the same on account of the insolvency of the parties then he should also have credit on this fund for any such amount but until this is done the account stands as stated, after paying off and fully discharging the Pltff's claim there would remain in his hands the sum of $91.54. Subject however to a credit of any proper voucher he may produce, and should the claims of creditors all be fully satisfied this sum would be going to the legal distributees of M. M. Gibson deceased.. Respectfully Submitted

244.19
152.65
$91.54

D. A. S. Hyatt Comr

Filed & Docketed

3 Commissioners
20 Report
C. V. Hamden Atty

Filed March 14th 1898
D. A. S. Hyatt Clk

Costs fee 10$

Statement of the account of C. L. Hamblen Sheriff and Administrator of the Estate of M. M. Gibson decd.

To the creditors of said Estate Dr

| | | | | | |
|---|---|---|---|---|---|
| 1876. Jany. 1st | To this sum in Admrs. hands unaccounted for on the 1st Jany 1876 as shown by statement "A.E." in Comrs. Morgans report | | | $651. | 43 |
| 1 | By this sum paid road taxes for 1874 | 1 | 37 | | |
| 2 | " " " " J. W. Orr fee bill | | 50 | | |
| 3 | " " " " Taxes on land for 1875 | 20. | 29 | | |
| 4 | " " " " Z. S. Gibson Jany 1 1876 | 49. | 28 | | |
| 5 | " " " " W. G. Brown " " | 129. | 82 | | |
| 6 | " " " " P. T. Bishop "20" " | 125. | 00 | | |
| | " " " in Admrs hands to square | 325. | 17 | $651. | 43 |
| 1877 Jany. 1st | To this sum in Admrs hands Jany 1 1876 | | | $325. | 17 |
| | " " " Int thereon one year $19.51. | | | | |
| 7 | By this sum paid Z. S. Gibson May 8 1877 | 200. | 00 | 200. | 00 |
| | Balance in Admrs hands Jany 1st 1877. . . | | | $125. | 17 |
| | Interest to April 1st 1890. . . | | | 99. | 51 |
| | accumulated int brought down | | | 19. | 51 |
| 1890 April 1st | Total unaccounted for in Admrs hands | | | $244. | 19 |

C. L. Hamblen Admr
M. M. Gibsons Estate
Statement of his
Account.

"H.

The Estate of M. M. Gibson decd
To Isaac T. Bishop Administrator of
Jo. Repfow decd - - - - - - - - - Dr.

| | | | | |
|---|---|---|---|---|
| To amount recovered by decree in this cause Sept 3rd 1875 Int on $371.31 from Jany 1st 1876 | | | $549. | 25 |
| " Like amt by same decree Int, on 93.39 " " " | | | 106 | 69 |
| " this sum Total amount of decree | | | $655 | 94 |
| " " " Int on $464.70 Prin from Jany 1st to Jany 20th 1876 | | | 1. | 62 |
| | | | $657. | 56 |
| By this sum paid by A. L. Pridemore Jany 1st 1876 | 75. | 00 | | |
| " " " " " C. L. Hamblen " 20th " | 125. | 00 | 200. | 00 |
| | | | $457. | 56 |
| To Int on bal, to April 17th 1877 - - - | | | 35. | 45 |
| | | | $493. | 01 |
| By this sum paid by A. L. Pridemore Apr. 17th 1877 | | | 140. | 00 |
| | | | $353. | 01 |
| To Int, on bal to April 29th 1879 | | | 43 | 00 |
| | | | $396. | 01 |
| By this sum paid his Atty by A. L. Pridemore this date | 120. | 00 | | |
| " " " " " " C. T. D. Same Apr 30th 1879 | 105 | 00 | 225 | 00 |
| | | | $171. | 01 |
| To Int, on bal to May 7th 1880. . | | | 10. | 49 |
| | | | 181. | 50 |
| By this sum paid C. T. D. his Atty by A. L. P. May 7th 1880 - | | | 100. | 00 |
| | | | $81. | 50 |
| Int. on this bal from May 7th 1880 to Apr. 1st 1890 | | | 48. | 41 |
| Total Bal prin & Int due April 1st 1890 - - - | | | $129. | 91 |
| Add accumulated costs chargeable to Pltff C. | 11. | 74 | | |
| " " " " " " Comr | 10. | 00 | | |
| " " " " " " Shr | 1. | 00 | $22. | 74 |
| Total bal due Pltff. April 1st 1890. - - - - | | | $152. | 65 |

Isaac T. Bishop

vs

C. L. Hamblen Admr

Calculation of his claim

"X Y."

Mr Mr Gibson Esq Dr

To Road Leg District No 1

Recd payment 1874 137

W S Dale

Collector

(1)

C. H. Hamilton
Admr
$1.37

(6)

February, 1873. The Estate of Wm Horlons Deceased Dr.
To serving Notice on three appraisers, of
said Estate fifty Cents each $1.50

Thos J Brown, D.S.

Received of C. L. Hamblen Admr. of the Estate of
Wm Horlon Decd, One dollar and fifty Cents
in full of the above account, April 7th 1873.

Thos J Brown D.S.

Thos J. Brown

To Receipt for

(1) 25¢

C. L. Hamblen Admr. of M. M. Gibson dec'd.

| | | |
|---|---|---|
| 1874. | To the Clerk of Lee Circuit Court | Dr. |
| Feby. | Ent Atts. ads P. S. Bishop Admr. v C 10 | 10 |
| " | Filing your Ans. 15, Swearing you thereto 25, | 40 |
| | | 50 |

James W. Orr Clerk

C. L. Hamblen Esq

5 0

(2)

453
150
603

4 3/4
154
197 3/4 acres

37.50
48.00
85.50

ROSE HILL DISTRICT.

M. M. Gibson's Estate

187 5 TO C. L. HAMBLEN, TREASURER OF LEE COUNTY, VA. DR.

| SUBJECTS OF TAXATION | State tax, 50 cents on $100. | | County tax, 20 cents on $100. | | County School tax 7 cents on $100. | | District School tax 4 cents on $100. | | TOTAL. | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Doll | Cents | Dolls | Cents | Dolls | Cents | Dolls | Cents | Dollars | Cents. |
| 2 Tracts | | | | | | | | | | |
| To 197 3/4 Acres of Land, value $2385 50 | 11 | 93 | 4 | 77 | 1 | 67 | | 95 | 16 | 70 |
| "Property, Income, &c., valued at $ | | | | | | | | | | |
| "Capitation Tax | | | | | | | | | | |
| "County School Tax | | | | | | | | | 1 | 67 |
| "District School Tax | | | | | | | | | | 95 |
| TOTAL | 11 | 93 | 4 | 77 | 1 | 67 | | 95 | 19 | 32 |

Received Payment, [illegible] Treasurer.

"Sentinel" Print, Jonesville, Va.

1987
187
74

(B)

M. M. Gibson's Estate

$19.32
97
20,29
132
2766

Received of Charles L. Hamblen administrator of the estate of M. No. Gibson dec'd forty nine dollars and twenty eight cents.

This the 12th day of January 1878

Z. N. Gibson

by Wm. G. Brown

Sa of M M
Gilman Est

(A)

Received of Charles L. Hamblen administrator of the estate of M. M. Gibson dec'd One hundred and twenty nine dollars and 42 cts.

This the ~~[illegible]~~ day of ~~[illegible]~~ January 1876

Wm. G. Brown

Teste:

Wm. T. Orr

(85)

$125,00 1876 Jany 20th Received of C. L. Hamblen Admr of the estate of M. M. Gibson decd. one hundred and twenty five $125 — Dollars.

on the amount decreed in my favor against said Hamblen Admr as aforesaid by the Circuit Court of Lee County Va.

Test

R. M. Hamblen

I J Bush Jr Trustee

De Bonaventure of the Est of Jo Rutherford

(6)

1877 Received of C. F. Hamilton
admr of M. M. Gibson dec
the sum of Two hundred
dollars this 11 day the 5 1877

G. D. Gibson
By G. M. Wheeler

35
34
33
32
31
30
29
28
27
26
25

of all subjects in Schedules B, C, .....

persons in Schedule A, on personal . Schedule B, on personal property n action in Schedule C, and on In- hedule D.....

Geo. S. Butler
Fort Russell
Cheyenne County
Kansas Citizen &c

Vouchers
from 1 to 8
inclusive

No 9 not
filed

$$\begin{array}{r} 326.26 \\ 328.17 \end{array}$$

$$\begin{array}{r} 154 \\ 7 \\ \hline 10.78 \end{array}$$

M M Gilson note to J. Ronpo. due June 20th 1861 for $943.84

Interest on Same to August 1st 1861 — 6.33

950.17

Cr August 1st 1861 by — — — — 80.00

870.17

Int on $870.17 from Aug 1st 1861 to May 23rd 1862 — — 42.04

912.21

Cr. May the 23rd 1862 by Cash 500.00

$412.21

Int on $412.21 from May 23rd 1862 to Jan 7th 1868. 139.10

551.31

Cr. July 29th 1867 by Cash $25.00

Cr January 7th 1868 by cash 165.00 190.00

Bal due January 7th 1868 this Same — — $371.31

Int on $371.31 from Jan 7th 1868 to Jan 1st 1876 — 8 years lacking 7 days 177.94

Bal due Jan 1st 1876 — — 549.25

Jo. Renfro

vs. Note $944.84

M M Gibson dec'd

Calculation thereof

(A)

Wm G. Brown curator of M M Gibson decd June 17 1867 to M J Mafs admr for Renfro with int on $547.38 from January 1 1863 and Int on $57.92 from January 1st 1866 for $605.31

Interest on Same to August 21st 1871. 303.25

908.56

| | | | |
|---|---|---|---|
| Cr | February 27th 1869 by this Sum | $16.73 | |
| " | May 7th 1869 " " " | 16.87 | |
| " | April 10 1871 " " " | 50.00 | |
| " | August 21st 1871 " " " | 183.47 | |
| " | " " 1871 " " " | 100.00 | 367.07 |
| | | | 541.49 |
| | Int on $541.49 from Aug 21/71 to Aug 19/72 | | 32.47 |
| | | | 573.96 |
| Cr | August 19th 1872 by this Sum | | 250.00 |
| | | | 323.96 |
| | Int on $323.96 from Aug 19/72 to Aug 18/73 | | 19.43 |
| | | | 343.39 |
| Cr. | August the 18th 1873 by this Sum | | 250.00 |
| | | | 93.39 |
| | Int on $93.39 from Aug 18/73 to Jan 1st 1876. | | 13.30 |
| | Bal due January 1st 1876. | | $106.69 |

Jo Tenfros Admrx

vs. } Note & Calculation

M M Gibson's estate

(B)

$943-84 One day after date I Promise to Pay To Rufus Nine Hundred and Forty three Dollars and 84cts for Value Received of him. Witness my hand and Seal June 19th 1861

Moses N. Gibson (Seal)

By N. S. Ball

6 By Mr. L. Gibson By cash
$80.00 August 21st 1861
6 By cash $500 May 23rd
1862
By Mr. Wm. July 29th 1867
$25 dollars
Cerby Mr. J. Brown $165.00
dollars January 7th 1868
Cerby money Received from
J. & Stout $25.00 dollars
July 29th 1867

Mary Marie Gibson
Note $25.00

I promise to pay Morcellus J. Moss administrator of the estate of Joseph Renfro decd. Six hundred and five Dollars and thirty one cents ($605.31) with interest on Five hundred and forty seven Dollars and thirty eight & a half cents (part of the first mentioned sum) from the 1st of January 1863, and interest on fifty seven Dollars and ninety two and a half cents (the residue of the first mentioned sum) from 1st January 1866. This note is executed for the amount which appears due from the estate of Moses M Gibson decd. to the estate of Joseph Renfro decd. in the partnership business carried on between the said Renfro & Gibson in farming distilling &c. Should there be error in the amount of this note the same is to be corrected. Witness my hand this 17th June 1867.

William G. Brown
Curator of the Estate
of Moses M. Gibson Decd

Cr the within Note Amt paid by W G Brown
To James M Wheler $16.73 cts February 27th 1869
Cr the within by Amt paid by Wm G. Brown to William
Percifull $16.81 cts this 7½ May 1869

Credit the within by cash $50.00 fifty dollars
April 10th 1871

By (18347) one hundred and eighty three dollars
and forty seven cts being one half of the proceeds of
one Still belonging to Mott & Gibson & Joseph Stanfro
sold to A D Short by Jo Stanfro If any error in
the above to be corrected Aug 21 1871

By cash one hundred dollars Aug 21 1871

Wm Brown endorser
To
Note
M. J. Hiers admr
$605.31

B

August 18th 1872 Credit Book this Number
Eighty Dollars $80.00
August 18th 1873 By cash paid on
this date the date of this note
$80.00

I do Solemnly Swear that I was a Member of the late firm of Wm F. Gibson Bro & Co Mentioned in the above bond, that the same was executed by Wm G. Brown late Curator of M M. Gibson decd to said firm for a debt or claim due them from said M M. Gibson that this debt or claim was just and owing said firm, that Since the execution thereof the same has been in my hand all the time, and I therefore know that nothing has been paid thereon except the two credits endorsed on the back of the Same that I am well Satisfied that the Balance which appears to be due said firm after deducting said credits from the estate of M. M. Gibson deceased is now justly due and owing said firm So help me god.

Z. S. Gibson

Sworn to and Subscribed before me
by Z. S. Gibson this 7th of June 1875
Henry J. Morgan Comr

One day after date I promiste to pay William F. Gibson Bro & Co Three Hundred and Fourty Two dollars and Eighty Two cents for Value rec'd Witnes my hand and Seal this the 19th of December 1868 William T. Brown Curator of M. M. Gibsons Estate decd

(Seal)

Ler tha w ithin By order
from Wesley ore Lo J ctWhele
Eighty Four dollars and fifty
two cents March 20th 1870
Ler tha with within Lisch dollars
Sept 12th 1870

Olde Fum
J J Gibson Bend
Co

Wm F. Gibson Bro & Co

vs } Bond & affd

M. M. Gibsons estate

crs are vouchers - 24 & 30

(6)

One day after date we or either
of use promise to pay Z S Gibson
two hundred dolars for Value recd
Witness our hands and seal this 5th Decemb
er 1855

J. J. Gibson (Seal)
M. M. Gibson (Seal)

~~pd 200.00~~
~~in 127.00~~
~~amount 327.00~~
P 200.00
in 151.00
$351.00

J. J. Gibson
and W. M. Gibson
on Note $2.00

For the Gibsons
one hundred & ninty
dollars 13 & 15 cents
March 12th 1870

I do Solemnly Swear that on the 5th day of December 1855 James J. and Moses M. Gibson were in partnership in some farming operations and in trading in Stock, that the above note or bond of $200.00 was executed to me by them for money loaned ~~the~~ for the use of the partnership or firm. That the credit on the back thereof of $190.00 was paid to me by James J. Gibson one of the Members of said firm out of his own means and not out of any of the assets of said firm, the payment thus made by said James J. Gibson was thought by me at the time to be one half of said note or bond. That the other half of said note is now due and owing one the same not having been paid to me by either Member of said firm during their lives respectively or by any one else since the death of either. And I do further Swear that I know of no Matter or thing which ought to go as a credit thereon further than the credit entered thereon to the truth of the foregoing Statements I do Solemnly Swear so help me god

Z. L. Gibson

Sworn to and Subscribed before me by Z. L. Gibson the 7th of June 1875

A. J. Morgan Comr

J. S. Gibson

vs } Note & affd

M. M. Gibson Estate

(2)

One day after date I promise to pay Zachariah L Gibson sixty dolers for Value Recd witness my hand and seal this the 18th Auguste 1854

Moses. M Gibson (Seal)

I do Solemnly Swear that the above note of $60.00. is now justly due and owing me from the estate of M.M. Gibson deceased. that the same is not entitled to any credit that no part thereof has been paid to me at any time by any person So help me god

Z. L. Gibson

Sworn to and Subscribed before me by Z. L. Gibson the 7th of June 1875

H J Morgan Comr

J. S. Gibson

vs } Note & Aff'd

M. M. Gibson's Estate

(E)

$943.48. M M G. note to Jno. Renfro June 19/61 due at one day.

Cr.

$80 paid Aug 1st 1861 $500.00 May 23rd 1862.

By M G. B $165. Jan 7 1868. See voucher No. 10

25.00 July 29 1867 from M D Stout debt. See voucher No. 43

Discount Wyll Doughty $200.

E L Hoffman debt 100

(292)

46.07
184.74
230.81
5
115405

154.39
50.00
104.39
52
26
10517
60
45.17
90
46.07
41.00
5.07

184.74
11.54
5.00
200.28

140.
99.57

230.81
200.28
30.53

W F & Bro. 84.52
60.

$166.72 One day after date we or either of us Promise Pay Wm. L. Gibson one Hundred and Sixty Six dollars and 72 cts for Value Received of him witness our Hands & Seal June 19th 1861

Rufus & Gibson (Seal)

6th the within by Jos. Reinfro
By Cash $80.00 August 1st
1861

Ex the within by Wm G Brown
as curator of Moses M Gibson
Decased $40.43 cts December 17th 1868

Moses M Gibson
Est $40.43

I do Solemnly Swear that on the 19th day of June 1861. Jo Renfro, and M M Gibson were in partnership under the firm name of Renfro & Gibson and that as such, the above writing bearing that date, was executed to me for two horses sold by me to them, , that on the 1st day of August 1861 the said Renfro paid me $80.00 which is credited on said note, and on the 17th day of December 1868 William G. Brown as curator of M M. Gibson decd paid me on said note the further Sum of $40.43 which is likewise credited on said note, and that these are the only credits to which the same is justly entitled, That the balance shown to be due thereon is now justly ~~and~~ owing me and wholly unpaid As to said credit of $40.43 the same having been paid to me by the Curator of M M Gibson decd I take it for granted that the same was paid out of the personal assets of M M. Gibson decd and not out of partnership assets, and as to the other credit of $80.00 the entry thereof upon the note shows that it was paid by Renfro. When I sold them the horses they said that one or the other would pay me some money in a short time and Renfro did pay $80.00 as above stated and I believe that it was partnership money

W F Gibson

Sworn to and Subscribed before me This 9th day of June 1875

W C Willis J P

Wm F. Gibson

vs } Note & Affd

Renfro & Gibson

(F)

Commissioners Office Jonesville Virginia May 27th 1875.

Isaac T. Bishop adm &c. Pltff
vs. } In Chancery
Chas L. Hamblen adm &c. & others Defts

Notice is hereby given the parties to this suit & all others interested that at my office in Jonesville on the 7th day of June 1875, I will proceed to do the following things, as required by a decree entered in said cause on the 27th day of Nov. 1874:

1st Will state settle and adjust the accounts of Wm G. Brown late Curator, and Chas L. Hamblen present admr of Moses M Gibson deceased, and by so doing ascertain the personal assets in their hands belonging to said estate:

2nd Will convene the creditors of said estate, and thereby ascertain the amount due and owing by said estate to others, and especially the amount owing the pltff as admr of Renfro, and will also ascertain the priorities if any: and

3rd If made necessary by the foregoing enquiries, will report the lands owned by M M Gibson at his death, by whom now held and the annual rents and profits thereof, and whether the same will pay said debts in 5 years.

The pltff and the defts Brown & Hamblen & all others interested are required to appear before me at the place and time aforesaid with all necessary papers, and those claiming to be creditors of said estate are required to bring with them the evidence to prove their respective demands.

Henry J. Morgan Comr

Isaac T. Bishop admr.

vs. } Notice

C. L. Hamblen admr et al

I sent a copy of the within by mail to Wm G. Brown at Gibsons Station, a copy to Ball & Wheeler Walnut Hill to be posted at their Store door and a copy to A. L. T. Richmond Bales Mills to be posted at his Store door, and I also sent another copy to Isaac T. Bishop by Mr Campbell

A. J. Morgan Const.

May 29th 1875.

I as adm of M. M. Gibson decd accept service of a copy of the within

(AB)

Wm. G. Brown, Curator of the estate of M. M. Gibson deceased

In account with said estate — Dr.

1867

June 20th. To amt of Sale-Bill due June 20th 1867

A. minus one half of two stills belonging to Joseph Renfro & said decedent jointly ..... $701 15

B. To amt of property shewn in appraisement Bills Nos. 1 & 2 & not sold, or not so shewn in Sale-Bill due same date 26 25

Total assets June 20th 1867 - $727 40

1. By this sum paid H. J. Morgan, Clk. 1 08
2. " " " " Same " . 2 80
3. " " " " Taxes for 1865 . 1 91
4. " " " " " " 1866 . 1 34
5. " " " " S. C. Jones, his account 16 00
6. " " " " Richard Crabtree, Crier. 2 51

" this sum unaccounted for this year to square 699 76 727 40

1868.

June 20th. To this sum unaccounted for last year ..... 699 76

" " " Interest thereon to June 20th 1868 41 98

6 " " " rents received for year 1867 316 70

" " " Total assets June 20th 1868 1016 46

7. By this sum paid Bailey & T. Shumate 32 00
8. " " " " Henry J. Morgan, Clk 55
9. " " " " Same 2 01
10. " " " " Admr. of Joseph Renfro 165 00
11. " " " " Taxes for year 1867 6 28
12. " " " " Joseph Mink 35 00

" 10 per cent Commission on $240.54 disbursed this year 24 08

" this sum unaccounted for to square 751 54 1016 46

| | | | | |
|---|---|---|---|---|
| 1869 June 20th. | To this sum of principal unaccounted for last year. | | | $751 54 |
| | " " " " accumulated Interest brought forward | $41 98 | | |
| | " " " " Interest on said sum of $751.54 one year | 45 09 | | |
| 6. | " amt of rents received for the year 1868 | | | 166 75 |
| | " this sum Total principal assets June 20th 1869 | | | 918 29 |
| 13. | By this sum paid Wm F. Gibson | | 140 00 | |
| 14. | " " sum paid Joseph Renfro's Admr. | | 16 64 | |
| 15. | " " " " Ewing & Renfro | | 28 60 | |
| 16. | " " " " Joseph Renfro's Admr. | | 16 73 | |
| 17. | " " " " James M. Wheeler | | 33 46 | |
| 18. | " " " " Wm F. Gibson | | 99 57 | |
| 19. | " " " " James H. S. Morrison | | 62 67 | |
| 20. | " " " " Moses S. Ball | | 105 75 | |
| 21. | " " " " Taxes for 1868. | | 5 01 | |
| | " 10 per cent commission on $508.43 disbursed | | 50 84 | |
| | " this sum unaccounted for this year to square | | 359 02 | 918 29 |
| 1870 June 20th. | To this sum of principal unaccounted for last year | | | 359 02 |
| | " " " " Interest thereon to June 20th 1870 | $21 54 | | |
| 6. | " " " " Rents received for year 1869 | | | 181 13 |
| 22. | By this sum paid E. B. Bales | | 9 39 | |
| 23. | " " " " Taxes for 1869 | | 5 02 | |
| 24. | " " " " Wm Gibson Bro & Co | | 84 52 | |
| 25. | " " " " Nathaniel Ewing | | 200 00 | |
| 26 | " " " " Same - bal on note | | 11 12 | |
| | " 10 per cent on $310.05 disbursed this year | | 31 00 | |
| | " this sum unaccounted for this year to square | | 199 10 | 540 15 |

| | | | | | |
|---|---|---|---|---|---|
| 1871 | | | | | |
| June 20th. | To this sum of Principal unaccounted for last year | | | | 199 10 |
| | " " " " Interest thereon to June 20th 1871 | 11 94 | | | |
| 6. | " " " " Rents received for year 1870. | | | | 195 70 |
| | " " " " Total Principal assets June 20th 1871. | | | | 394 80 |
| 27. | By " " Paid Taxes for year 1870. | | | 7 97 | |
| 28. | " " " " " " " " . | | | 24 | |
| 29. | " " " " " " " " . | | | 95 | |
| 30. | " " " " Wm F. Gibson Bro & Co. | | | 60 00 | |
| 31. | " " " " Taxes for year 1870 | | | 1 82 | |
| 32. | " " " " Isaac T. Bishop, Adm. of Rep. | | | 50 00 | |
| | " 10 per cent Com on $120.98 disbursed this year | | | 12 00 | |
| | " this sum unaccounted for this year to square | | | 261 73 | 394 80 |
| 1872 | | | | | |
| June 20th. | To this sum of Principal unaccounted for last year | | | | 261 73 |
| | " " " " Interest thereon to June 20th 1872 | 15 70 | | | |
| 6. | " " " Rents received for year 1871 | | | | 209 75 |
| | " " " Total assets June 20th 1872 | | | | 471 48 |
| 33. | By this " Paid Isaac T. Bishop, Adm. of Jr. Rep. | | | 283 47 | |
| 34. | " " " " Taxes for year 1871. | | | 2 41 | |
| 35. | " " " " " " " " . | | | 17 36 | |
| | " 10 per cent Com on $303.24 disbursed this year | | | 30 32 | |
| | " this sum unaccounted for this year | | | 137 92 | |
| 1873 | | | | | |
| June 20th. | To this sum of Principal unaccounted for last year | | | | 137 92 |
| | " " " " Interest thereon to June 20th 1873 | 8 27 | | | |
| 6. | " " " Rents received for year 1872 | | | | 282 45 |
| | " " " Principal assets June 20th 1873 | | | | $420 37 |

| | | | | | |
|---|---|---|---|---|---|
| | To this sum total Principal assets June 20 1873 - - - - - - | | | | $420 37 |
| | " " " " Interest " June 20 of | $144 52 | | | |
| 36. | By this sum paid Taxes for year 1872. | | 2 29 | | |
| 37. | " " " " " " " " . | | 19 89 | | |
| 38. | " " " " Isaac T. Bishop, Adm. of Renfro. | | 250 00 | | |
| | " 10 per cent Com on $272.18 disbursed this year | | 27 21 | | |
| | " this sum unaccounted for this year to square | | 120 98 | | 420 37 |
| 1874 | | | | | |
| June 20th. | To this sum of Principal unaccounted for last year | | | | 120 98 |
| | " " " " Interest thereon to June 20th 1874 | | | | 7 25 |
| | " " " " accummulated interest brit forward | | | | 144 52 |
| | " " " Total assets, Principal + Int. June 20/74 | | | | 272 75 |
| | By 10 per cent Commission thereon | | 27 27 | | |
| 39. | " this sum paid Taxes for year 1873. | | 16 01 | | |
| 40. | " " " " " " " " . | | 2 29 | | |
| 41. | " " " " Adm. of Renfro, Aug 18/73. | | 250 00 | | |
| | " " " interest thereon to June 20th 1874 | | 12 50 | | |
| 42. | " " " allowed Curator, his acct for repairs + | | 165 50 | | |
| 43. | " " " paid on note to Joseph Renfro's Est. Jul 28/67. | | 25 00 | | |
| | " " " Interest thereon to June 20th 1874 | | 10 33 | | |
| | " " " to be paid Comm. for this settlement + recording same | | 12 50 | | |
| | " " " Total disbursements this year | | 521 40 | | |
| | To this " overpaid by Curator June 20th 1874 to square | | | | 248 65 |
| | | | 521 40 | | 521 40 |

To this sum due Curator overpaid by him
June 20th 1874.

# Report.

To the Honorable Henry J. Morgan, Judge of Lee County Court:- The undersigned, Commissioner of accounts for said County, respectfully reports that having posted at the front door of the Court-House of said County, on Monday, the first day of the June Term 1874 of said Court, the notice required by law, I proceeded on the 25th day of July 1874 to state, settle, and adjust the account of Wm G. Brown, Curator of the Estate of M. M. Gibson deceased up to the 20th day of June 1874, resulting in finding that he had on that day overpaid his liabilities to said estate the sum of $248.65. The said Brown was appointed and qualified as Curator of said Estate on the 16th day of October 1865, and I suppose at once took charge of the estate of the decedent, both real and personal, having the personal estate appraised, as appears from appraisement-Bills Nos. 1 & 2 herewith filed, each marked "B", and by renting the real estate of the decedent each year up to and including the year 1872. It also appears from a Sale-Bill marked (A) herewith filed that he sold certain personal property, including some rent-corn on the 20th day of December 1866 on six months' credit, and that he sold a certain mare on the 28th February 1866, on 12 months time, and received certain sums for pasture - all amounting in the aggregate to the sum of $701.15 which I have charged him as having received, the same or it become due on the 20th day of June 1867.

I have also charged the Curator with $26.25 the aggregate appraised value of certain articles or property embraced

in said appraisement Bills, but which do not appear in the Sale-Bill, as having been sold, making the total assets charged in the first annual statement of this account amount to the sum of $727.40; and, as will be seen by reference to the foregoing statement of said account, the Curator is charged, in the subsequent annual statements thereof, with the sum of $1352.48 being the aggregate amount received by him as the proceeds of the sales of the rent grain raised upon the decedent's land for the years 1867, 1868, 1869, 1870, 1871 & 1872. I have made eight annual statements of said account, the first as of June 20th 1867, and the last as of June 20th 1874, and have given the Curator credit for disbursements made by him, vouchers for all which are herewith filed, numbered from 1 to 43, and for ten per cent commission on said disbursements, which I do not think too much, as so much of the assets were realized by renting the decedent's real estate, and as the Curator, as he claims and I have no doubt of it, had a good deal of trouble, and labor to perform in receiving, measuring, and taking care of and selling the rent grain, the rents being paid in kind; and I have also given him credit for the amount of my fee-Bill as Comr. & as Clerk for making & recording this settlement, which is yet to be paid, and when paid will give a balance in favor of the Curator of $248.65 as of the 20th day of June 1874, as before stated. It will appear by reference to appraisement bill No. 2, marked "B", that there was one-half of three Stills appraised as belonging to said estate, & one half of

one old Ox-wagon & Fan-mill; and, from the Sale-Bill, and said Appraisement-Bill, it appears that the other half of said Stills (or two of them at least) and said Ox-wagon and Fan-mill belonged to Joseph Renfro, and the Curator informs me that the said three Stills & wagon & Fan-mill were the property of said M. M. Gibson & Joseph Renfro jointly, and I have accordingly charged him with one half of the amount for which two of said Stills were sold, as shewn in the Sale-Bill, and with one half of the appraised value of said wagon and Fan-Mill, as it does not appear that they were sold at all, and with nothing on account of the other Still, which he informs me has not been sold, from the fact that he could obtain nothing for it. On the 16th day of October 1874, in your Honorable Court, Charles L. Hamblen, High-Sheriff of Lee County, was appointed, or the estate of the said decedent was committed to him to administer, but the said Brown, as Curator, continued to rent out, receive, and dispose of the rents and profits of the real-estate of the decedent up to and including the year 1872, and is charged with accounts for the same in this settlement which, if correct, is intended to be a final settlement of his account as such Curator and, as before stated, shews a ballance in his favor of $248.55, as of the 20th day of June 1874, which he will be entitled to recover from the estate of said decedent Gibson upon a final settling up of said estate.

All of which is respectfully submitted.

James W. Orr, Com.
of Accounts.

Virginia.

At a County Court continued and held for Lee County, at the Court House thereof, on Tuesday, the 18th day of August 1874.

Wm G. Brown, Curator of M. M. Gibson's Estate, this day produced to the Court a Settlement and Report No. 1 of his account, made by James W. Orr. Com^r. of Accounts - which settlement and Report having been filed in the Clerk's Office of this Court the time required by law and, being unexcepted to, and seen and inspected by the Court, is confirmed and ordered to be recorded.

A Copy - Teste - John R. Gibson D.C.

A Copy of
Wm G. Brown's account
as Curator of M. M. G.

(46)

Wm. G. Brown late Curator of the estate M M Gibson decd, used Occupied and cultivated the real estate of said Gibson during the year 1873 and about the end of that year, (I having been appointed said Gibsons admr) the said Brown turned over to me one third part of the crop raised by him for that year, and about the 13th day of January 1874 I made sale of said Share of the crop, on a credit of 12 months and will realize therefor the following sums to wit

| | |
|---|---|
| Sold a lot of grain to Joseph McLin for | $50.00 |
| " " " " " " Wiley Carnack for | 65.25 |
| " " " " " " J S McPherson for | 32.17 |
| " " " " " " William McPherson for | 2.90 |
| " " " " " R E Lerockett " | 25.00 |
| " " " " " " Wm G. Brown " | 27.25 |
| Total receipts for 1873 due January 13th 1875. | $202.57 |

For the year 1874 I rented said lands to William G Brown for a Share in the crop, and about the 5th day of Dec 1874 I sold said Share of the crop on a credit of 12 months and will realize therefor the following sums if the parties to whom the same was sold should prove Solvent

| | |
|---|---|
| Sold a lot of grain to Sund & Jas S McPherson for | $300.60 |
| " " " " " " James M Wheeler | 116.00 |
| Total sum to be received for the year 1874 due Dec 5/75 | $416.60 |

On the 10th day of Sept 1874 I again rented said land at public outcry to the highest bidder from Jan 1st 1875

to Sept 1st 1875 (reserving the privilege of then renting the same again when William G. Brown became the lessee of said lands at the price of $150.00 due January 1 1876.

All of said land for the year 1874 was cultivated in corn and hence I will realize more for that year than either 1873 or 1875, and I do Solemnly Swear that the foregoing Statements of rents embraces all that I have or can receive for and on account of said rents, from the time of my my appointment as such adm up to, and including the year 1875 to the end thereof, and I know of no other debt or demand due my said intestates estate.

And I do further swear that I employed William G. Brown to husk and measure the rent corn for the years 1873 and 1874 and to measure and take care of the other rents for these years, and that for these Services he charged me $25.00 and that I paid that Sum to him and neglected to take a receipts showing the fact of such payment. To the Truth of all the foregoing Statements I do Solemnly swear so help me god.

C. J. Hamblin Sheriff
and adm of M. L. Gibson dec.

Sworn to and Subscribed before me this 18th of June 1875
Henry J. Morgan Com

C L. Hamblen admr of
M M Gibson decd

Statement of rents for
1873 1874 & 1875

(A D)

Charles L. Hamblen Supt. admr. of M M Gibson decd

| | | | | | |
|---|---|---|---|---|---|
| 1875 | To the Heirs & Creditors of said Estate | | | Dr | |
| Jan 1 | To rents recd for 1873 for said Gibsons land due Jan 1st 1875 | | | 202 | 52 |
| | By 10 per cent commission thereon | 20 | 25 | | |
| | By this Sum unaccounted for this year to Square | 182 | 27 | 202 | 52 |
| 1876 | Cr | | | | |
| Jan 1 | To this Sum unaccounted for last year | | | 182 | 25 |
| | " Interest on Same one year | | | 10 | 93 |
| | " Rents for 1874 due Decr 5th 1875 this Sum | | | 416 | 60 |
| | " Rents for 1875 " January 1st 1876 " " | | | 150 | 00 |
| | Total debits January 1st 1876 " " | | | 759 | 78 |
| | By 8 per cent commission on | 46 | 20 | | |
| 1 | By this Sum paid J. H. Orr fee bill | 1 | 14 | | |
| 2 | By this Sum paid Taxes for 1874 | 16 | 01 | | |
| 3 | By " " " M B D Lane atty fee in this Suit | 20 | 00 | | |
| 4 | By this to be paid Wm G. Brown for husking corn &c | 25 | 00 | | |
| | By this Sum unaccounted for to Square | 651 | 43 | 759 | 78 |

Col Hamilton admr
of M M Gibson decd

Statement of his account

(A E)

Moses M Gibson's Estate

To Sundry Persons the creditors of said Gibson Dr

A. For Note executed by said Gibson on the 19th day of June 1861 to Jo. Renfro one day after date for $943.84 Subject to the following credits $80.00 paid Aug 1st 1861, $500.00 paid May 13th 1862 $25.00 paid July 29th 1867 and $165.00 paid January 7th 1868. Bal due last date 571 81

Interest on Same to January 1st 1876 177 94 549 25

B For Note executed by Wm G Brown as Curator for M M Gibson decd on the 17th of June 1867 to Marcellus J Moss as admr of Jo. Renfro decd for $605.31 with interest on $547.38 from January 1st 1863 and interest on $57.93 from January 1st 1866. Subject to the following credits $16.73 paid Feb 27th 1869, $16.87 paid May 7th 1869. $50.00 paid April 10th 1871 $183.47 paid Aug. 21st 1871 $100.00 paid Same date as last, $250.00 paid Aug 19 1872 and $250.00 paid Aug 18th 1873. Balance due last date 93 39

Interest on Said balance to Jan 1 1876 13 30 106 69

A.6. For this Sum due William G Brown late Curator of M M Gibson decd for Amount declared by him beyond the assets in his hands as shown by the Statement of his account A.6. with ~~last~~ 20 1874 for June 248 65

Interest on Same to January 1 1876 22 78 271 43

Carried Forward - - - - 926 37

| | | | | | |
|---|---|---|---|---|---|
| | Aggregate Debits brought forward | | | 926 | 37 |
| C | For Note executed on the 19th of Decr 1868 by Wm G. Brown as Curator for M M. Gibson to Wm F. Gibson Bro. & Co for $342.82 due one day after date Subject to the following credits $84.52 paid March 20 70 + $60. Sept 12th 1870 bal due last date | 232 | 52 | | |
| | Interest on Same to January 1/76. | 73 | 23 | 305 | 75 |
| D. | For Note executed by J.J. Gibson and M.M. Gibson on the 5th day of December 1855 to Lucherian S. Gibson for $200.00 due one day after date, Subject to a credit of $190.00 paid by J.J. Gibson on the 12th day of Nov. 1870. bal due last date | 189 | 33 | | |
| | Interest on Same to January 1 1876 | 58 | 50 | 247 | 83 |
| E. | For Note executed by M M Gibson deed to and L.S. Gibson on the 18th of August 1854. + due one day after date for | 60 | 00 | | |
| | Interest on Same to January 1st 1876 | 76 | 85 | 136 | 85 |
| F. | For one half of a note by Renfro Gibson June 19th 1861 to Wm F. Gibson for $166.72 due one day after date Subject to credits of $80.00 Aug 1st 1861 + $40.48 paid Dec 17th 1868 after deducting this last credit from such Half at the date of | 22 | 91 | | |
| | Int on Same from Dec 17 1868 to Jan 1/76 | 9 | 93 | 32 | 84 |
| | | | | $1649 | 64 |

Sundry Persons

vs. } Statement of debts.

M. M. Gibsons Estate.

(A. F.)

The Deposition of Felix G. Gilbert taken before the 8 day of June 1875 Spencer Hollon a Justice of the peace in and for Clay County Kentucky for the purpose of proving and establishing a Claim against the estate of Moses M. Gibson deceased in favor of the estate of James J. Gibson deceased which deposition was taken at the residence of Spencer Hollon in Clay County Kentucky pursuant to a notice addressed to Charles L. Hamblen Sheriff of Lee County and administrator of the estate of Moses M. Gibson decd.

The witness Felix G. Gilbert being duly sworn according to law deposes and says

The Witness F. G. Gilbert states that he sold the Mules to M. M. Gibson ~~and~~ he signed his name and J. J. Gibson name to the note three Hundred and ninty two Dollars and fifty centz. the first payment he dont know who made ~~the~~ it but he ~~is~~ ~~the~~ am not certain but my inpreshin is that J. J. Gibson ~~mad~~ ~~And~~ made it. John Dishmon collected the money and paid it over to me: on the last payments. he deposes and says no more

Felix G. Gilbert

Jeremiah Gibson Exr.
vs
Deposition
G. L. Hamblen admr

Filed

State of Kentucky
Clay County to wit:
The foregoing deposition of Felix G. Gilbert was duly taken Sworn to and subscribed to before me the undersigned a Justice of the peace in and for Clay County Kentucky at the residence of Spencer Mallan in Clay County Kentucky on the 2 day of June 1875 the time place and for the purposes mentioned in the Caption. Given under my hand this the day of 1875

Spencer Mallan Justice of Peace
Clay County Kentucky

$292 55 Dear Moses, M. Gilson:

two hundred and ninty two dollars & fifty five cents subject to settlement of land this 6 of January 1858

S. L. Gilson

(44)

J J Gibson
Note
$292-55

Commissioners Office Jonesville Va June 7th 1875.

Isaac T. Bishop admr &c. Pltff
vs. } In Chancery
Chas L Hamblen admr & others Defts

The deposition of Z. S. Gibson taken in the above styled cause on the 7th day of June 1875 with reference to the annual rental value of the land owned by M M. Gibson at the time of his death, and he being duly sworn deposes and says

"The late M M Gibson dec'd was my brother he owned at the time of his death something like 200 acres of land a part of which descended to him from his father Z. S. Gibson dec'd, and a part thereof he bought. This land lies about 3 or 4 miles east of Cumberland gap and on the north side of the main road, is quite rich and productive but getting rather out of repair and somewhat scuffed and my opinion now is, that in its present condition the said land ought not reasonably to rent for more than one hundred and fifty dollars per year over and above the taxes and ordinary repairs. These lands adjoins those of Thos S. Gibson & Wm Moorman and is now in the possession of Wm S. Brown late Curator of M M. Gibson dec'd, under a lease from the admr of M M. Gibson dec'd

And further this affiant saith not.

Z. S. Gibson

Sworn to and subscribed before me by Z. S. Gibson the 7th day of June 1875.

Henry J. Morgan Com'r

Isaac T. Bishop adm

vs } Defs to set Siburn

C. L. Hamblin adm

(A.J.)

C. L. Hamilton, Shff Admr of the Est of M. M. Gilson decd.

| | | |
|---|---|---|
| 1873 | To the Clerk of Lee County Court | Dr. |
| Oct | Ent order committing to you the Est of M. M. Gilson decd | $ .96 |
| " | Copy 20. recpt. 18. 1874 April recording Sale Bill of personal | .38 |
| 1874 April | property. 20, filing same 20 | .40 |
| | Recd payment June 9th 1875. | $ 1.14 |

James W Orr. Clerk.

C. L. Hamblen Admr
of M. M. Gibson decd
$1.14

No 1.

Mr. M. M. Gibson's Est.

1874. To JOHN R. GIBSON, TREASURER of LEE COUNTY, Virginia, Dr.

No. 323

| | State Revenue, 50 cents on $100. | | County Levy, 8 cents on $100. | | County School Tax. 10 cents on $100. | | District School Tax 2 cents on $100. | | TOTAL TAXES. | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Dollars. | Cents. | Dollars. | Cents. | Dollars. | Cents. | Dollars. | Cents. | Dollars. | Cents. |
| To 43 3/4 Acres of Land, value $ 437.50 | 2 | 19 | | 35 | | 44 | | 09 | 3 | 07 |
| To 154 Acres of Land, value $ 1848.00 | 9 | 24 | 1 | 48 | 1 | 85 | | 37 | 12 | 94 |
| To Property, Income, &c. value $ | | | | | | | | | | |
| To Poll Taxes | | | | | | | | | | |
| | | | | | | | | | | |
| Total | 11 | 43 | 1 | 83 | 2 | 29 | | 46 | 16 | 01 |

Bell, Stationer, Alex'a, Va

Received Payment, J S Ball col Treasurer.

M. M. Gibsons Est

16.01
.80
$16.81

No 2

Received of C. S. Hamblen admr of Moses W. Gibson ded. Twenty Dollars, in full of my fee, for filing in his answer as such admr, in the chancery suit of S. T. Bishop admr of Jas. Renfro ded, against said Hamblen admr as aforesaid. June 9th 1875.

W. B. D. Lane.

attorney at law.

No 3

Vouchers No. 1, 2, 3 & 4,

Bishop $ 655.94

H $ 125.00
P. 75.00
P. 140.00
P. 120.00
P. 105.00 D.
P. 100.00 D
665.00

Wm Brown. $ 271.43

H 129.02
P 55.28
140.00
324.30

Wm F Gibson Bros 305.75
J S Gibson 247.83
Same 136.85
Wm H. Cy 22.91
713.34

P 80.30
P. 62.32
P. 42.80
P. 45.00
P. 30.00
P. 85.00
P. 90.00
H 49.28
H 200.00
H 25.00
709.40

If not delivered in 5 days to be returned to

A. L. PRIDEMORE,

ATTORNEY AT LAW,

JONESVILLE, LEE CO., VA.

55.28
80.30
62.32
197.90

42.50
45.00
285.40

30.85
85

400
90
46
530

150
100
630
540
1170

55.28
80.30
32 32
167 90
42.50
45.00
30.00
85.00
90.00
100
560.40

560.40
540.00
1100.40

215
120
335
205
540

Virginia. — In the Clerk's office of the Circuit court of Lee County, the 22nd day of January 1874.

Isaac T Bishop Admr de bonis non of Joseph Penfro decd. Pltff
vs
Charles L Hamblen Admr of Moses M Gilison decd, et als Deflts
} In Chancery.

The object of this suit is to ascertain the creditors of the Estate of Moses M Gilison decd, and ascertain the amount of the indebtedness of said Estate, and if it shall appear that the personal estate of the decedent will be insufficient to pay off and discharge said indebtedness, then that a decree be rendered for the sale of the real estate which descended to the heirs of said decedent, or so much thereof as may be necessary to pay said indebtedness, and it appearing from an affidavit filed in the Cause, that the defendants Alexander Gibbs & Mary his wife, Eliga Coleman, J. Hobbs and Sarah his wife, Calvin Bragan & Sarah his wife, James E Gilison, George D Gilison & Moses M Gilison are nonresidents of this Commonwealth; they are therefore ordered to appear here within one month after due publication of this order and do what is necessary to protect their interests in this suit.

A copy,

Teste — James W Orr. Clerk.

I James W Orr clerk of Lee Circuit Court do hereby Certify that on Monday the first day of the February term 1874, of the County Court of said County, I posted a copy of the above order, at the front door of the Court house of said County, Given under my hand this 17th day of February 1874.

James W Orr. Clerk.

4

$16.73
16.87
50.00
183.47
100.00
250.00
250.00
$867.07

Isaac T. Bishop Admr &c

vs } Order Publication

B. L. Hamilton Admr &c et als

Copy to Lee County Sentinel

# The Commonwealth of Virginia:

To the Sheriff of Lee County---Greeting:

We command you to summon C. L. Hamblen Sheriff, Admr of Moses M Gilison, decd, Wm G Brown Curator of said Moses M Gilison's Est, Alexander Gibbs, & Mary Gibbs his wife, Eliza Coleman, Hobbs & Sarah Hobbs his wife Wm Ball & Elizabeth Ball his wife, Esther Brown, Zachariah S Gilison, Wm H Gilison, James J Gilison, Calvin Brogan & Sarah Brogan his wife, John R Gilison, Zachariah S Gilison, (George's Son) Thomas F Gilison, Robert M Gilison, Esther Gilison, George H Gilison, James E Gilison, George D Gilison (Thomas A's Son) Zachariah S Gilison (Thomas A's Son) Moses M Gilison and Mary J Gilison

to appear at the clerk's office of the ~~county~~ Circuit court of Lee, at the court-house, on the first Monday in December next, being Rule day, to answer a bill in chancery, exhibited in our said court against them by Isaac T Bishop Admr de bonis non of the Estate of Josephus Renfro deceased.

and unless they shall answer the said bill within one month thereafter, the same will be taken for confessed, and the said court will decree accordingly. And have then this writ. Witness JAS. W. ORR, Clerk of our said court, at the court-house, the 1st day of November 1873, in the 98th year of the Commonwealth.

James W Orr clerk.

Isaac T. Bishop Admr &c

vs } Spa no Chy.

C. L. Hamblen Shff. Admr &c
et als

Dec. Rules 1873.

Did not have office
Jas W. Orr clk.

# The Commonwealth of Virginia:

**To the Sheriff of Lee County---Greeting:**

*We command you to summon* C. L. Hamblen, Sheriff, Admr of Moses M. Gibson deed, Wm G. Brown, Curator of said Moses M. Gibson's Est, Alexander Gibbs & Mary Gibbs his wife, Eliza Coleman — Hobbs & Sarah Hobbs his wife, Wm Ball & Elizabeth Ball his wife, Esther Brown, Zachariah S. Gibson, Wm F. Gibson, James J. Gibson, Calvin Brogan & Sarah Brogan his wife, John R. Gibson, Zachariah S. Gibson (George's Son) Thomas F. Gibson, Robert M. Gibson, Esther Gibson, George H. Gibson, James E. Gibson, George D. Gibson, (Thos A's Son) Zachariah S. Gibson (Thos A's Son) Moses M. Gibson & Mary J. Gibson

*to appear at the clerk's office of the* ~~county~~ circuit *court of Lee, at the court-house, on the first Monday in* December *next, being Rule day, to answer a bill in chancery, exhibited in our said court against* them *by* Isaac T. Bishop Admr of the Estate of Josephus Renfro deed

*and unless* they *shall answer the said bill within one month thereafter, the same will be taken for confessed, and the said court will decree accordingly. And have then this writ. Witness* JAS. W. ORR, *Clerk of our said court, at the court-house, the* 1st *day of* November 187 3, *in the* 98th *year of the Commonwealth.*

James W. Orr Clerk

A copy
Teste - Wm A. Orr D.C.

# The Commonwealth of Virginia:

**To the Sheriff of Lee County---Greeting:**

*We command you to summon* C. L. Hamblin Sheriff, Admr of Moses M. Gibson decd, Wm G. Brown, Executor of said Moses M. Gibson's Est. Alexander Gibbs & Mary Gibbs his wife, Eliza Coleman — Hobbs & Sarah Hobbs his wife, Wm Ball & Elizabeth Ball his wife, Esther Brown, Zachariah S. Gibson, Wm F. Gibson, James J Gibson, Calvin Brogan & Sarah Brogan his wife, John R. Gibson, Zachariah S. Gibson (George's Son) Thomas F. Gibson, Robert M. Gibson Esther Gibson George H. Gibson, James E. Gibson, George D. Gibson, (Thos A's Son) Zachariah S. Gibson (Thos A's Son) Moses M. Gibson & Mary J. Gibson

*to appear at the clerk's office of the* ~~county~~ circuit *court of Lee, at the court-house, on the first Monday in* December *next, being Rule day, to answer a bill in chancery, exhibited in our said court against* them *by* Isaac T. Bishop Admr de bonis non of the Estate of Josephus Renfro deceased

*and unless* they *shall answer the said bill within one month thereafter, the same will be taken for confessed, and the said court will decree accordingly. And have then this writ. Witness* JAS. W. ORR, *Clerk of our said court, at the court-house, the* 15th *day of* November 1873, *in the* 98th *year of the Commonwealth.*

A copy James W. Orr Clerk

Teste— Wm A. Orr D.C.

# The Commonwealth of Virginia:

**To the Sheriff of Lee County---Greeting:**

*We command you to summon* C. L. Hamblen Sheriff Admr of Moses M. Gibson dec'd Wm G. Brown Curator of said Moses M. Gibson's Est. Alexander Gibbs & Mary Gibbs his wife, Eliza Coleman Hobbs & Sarah Hobbs his wife, Wm Ball & Elizabeth Ball his wife, Esther Brown Zachariah S. Gibson, Wm F. Gibson Clarus L. Gibson Calvin Brogan & Sarah Brogan his wife, John R. Gibson Zachariah S. Gibson (George's son) Thomas F. Gibson, Robert M. Gibson, Esther Gibson, George H. Gibson Clarus E. Gibson, George L. Gibson (Thos A's son) Zachariah S. Gibson (Thos A's son) Moses M. Gibson & Mary L. Gibson.

*to appear at the clerk's office of the* ~~county~~ circuit *court of Lee, at the court-house, on the first Monday in* December *next, being Rule day, to answer a bill in chancery, exhibited in our said court against* them *by* Isaac T. Bishop Admr de bonis non of the Estate of Josephus Renfro deceased

*and unless* they *shall answer the said bill within one month thereafter, the same will be taken for confessed, and the said court will decree accordingly. And have then this writ. Witness* JAS. W. ORR, *Clerk of our said court, at the court-house, the* 18th *day of* November *187*3, *in the* 98th *year of the Commonwealth.*

James W. Orr Clerk

A copy Teste— Wm A. Orr D.C.

# The Commonwealth of Virginia:

**To the Sheriff of Lee County---Greeting:**

*We command you to summon* C. L. Hamblen Sheriff, Admr of Moses M. Gibson decd Wm G. Brown Curator of said Moses M. Gibson's Estate Alexander Gibbs & Mary Gibbs his wife, Eliza Coleman — Hobbs & Sarah Hobbs his wife, Wm Ball & Elizabeth Ball his wife, Esther Brown, Zachariah D. Gibson, Wm F. Gibson, James J. Gibson, Calvin Brogan & Sarah Brogan his wife, John R. Gibson, Zachariah D. Gibson (George's son) Thomas F. Gibson, Robert M. Gibson, Esther Gibson, George H. Gibson, James E. Gibson, George D. Gibson (Thos A's son) Zachariah D. Gibson (Thos A's son) Moses H. Gibson & Mary E. Gibson.

*to appear at the clerk's office of the* ~~county~~ Circuit *court of Lee, at the court-house, on the first Monday in* December *next, being Rule day, to answer a bill in chancery, exhibited in our said court against* them *by* Isaac T. Bishop Admr de bonis non of the Estate of Josephus Renfro deceased

*and unless* they *shall answer the said bill within one month thereafter, the same will be taken for confessed, and the said court will decree accordingly. And have then this writ. Witness* JAS. W. ORR, *Clerk of our said court, at the court-house, the* 12th *day of* November 1873, *in the* 98th *year of the Commonwealth.*

James W. Orr Clerk

A copy Teste Wm A. Orr D.C.

# THE COMMONWEALTH OF VIRGINIA,

## TO THE SHERIFF OF LEE COUNTY—GREETING:

*WE COMMAND YOU TO SUMMON* C. L. Hamblen Sheff Admr de bonis non of Moses M. Gibson dec'd Wm G. Brown Curator of said Moses M. Gibson Est Alexander Gibson & Mary Gibson his wife Eliza Coleman, P. Stobbs & Sarah Stobbs his wife. Wm Ball & Elizabeth Ball his wife Esther Brown Z. S. Gibson Wm F. Gibson James G. Gibson, Calvin Brogan & Sarah Brogan his wife John R. Gibson, W. S. Gibson, T. F. Gibson Robt M. Gibson Esther Gibson and George W. Gibson Heirs of G. D. Gibson & James E. Gibson George D. Gibson Z. S. Gibson M. M. Gibson and Mary J. Gibson Heirs of Thomas M.

*To appear before the Judge of our County Court of Lee County, at the Court House, in the Clerk's Office, at Rules to be holden for said Court, on the first Moday in* April *next, to answer a bill in Chancery, exhibited in our said Court against* them *by* Isaac S. Bishop Admr de bonis non of the Estate of Josephus Renfro Dec'd

*And have then there this writ. Witness,* **JAMES W. ORR,** *Clerk of our said Court, at the Court House, this* 25th *day of* Feby *1874 in the* 98th *year of the Commonwealth.*

James W. Orr **Clerk.**

Isaac S. Bishop Admr &c
vs } Ufca in Chy
C. L. Hamblin Admr &c

April Rules 1874

Executed By serving a Copy
Of the within on
C. L. Hamblin admr,
Wm G Brown Curator
Esther Brown
One on H. S. Gibson.
" Wm H. Gibson
" Jas J. Gibson
" Wm Ball
" Elizabeth Ball
" J. R. Gibson
Thos H. Gibson
H. S. Gibson junr
George H. Gibson
Thos S. Ely, D. S. For
C. L. Hamblin S. L. C

We accept legal service of the within Sfca,
Robt M. Gibson
Esther A. Gibson
J. S. Gibson & Mary
J. Gibson by C. S. Dennis
Guardian ad litem